



**TOWN OF GRAFTON**  
GRAFTON MEMORIAL MUNICIPAL CENTER  
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519  
(508) 839-5335 ext 1180 • FAX (508) 839-4602  
[www.grafton-ma.gov](http://www.grafton-ma.gov)

**BOARD OF SELECTMEN  
MEETING AGENDA**

April 16, 2019  
Municipal Center, Conference Room A  
7:00 p.m.

**AMENDED**

**CALL TO ORDER**

**ANNOUNCEMENTS**

**1. SCHEDULE**

- a) Discussion on warrant Articles Citizens Petitions  
Polystyrene Reduction Bylaw, Anne Baskowski  
Marijuana Cultivator and Product Mfg Uses in VMU S. Grafton, Robert Heavey
- b) Sign the Special and Annual Town Meeting Warrants
- c) Representative David Muradian – Budget Update/Review
- d) Discuss Building Permit Fees – Bill Yeomans

**2. RESIGNATIONS**

**3. APPOINTMENTS**

**Board of Selectmen**

- a) Affirm re-appointment – Town Accountant, Anita Patel

**Town Administrator**

- b) None

**4. NEW BUSINESS**

- a) Vote to sign contract – Library Moving Services, Andy Deschenes
- b) Vote to sign Colliers International Contract – Commissioning Services, Grafton Public Library, Andy Deschenes
- c) Vote to Authorize Signatory - Contractor Authorized Signatory Listing (Library)
- d) Fire Staffing Study Committee Review and Possible Selections

- e) Vote to sign contract - Annual Paving Contract
- f) Grafton Sustainability Commission

**5. SELECTMEN REPORTS / TA REPORTS**

**6. CORRESPONDENCE**

**7. DISCUSSION**

- a) FY2020 Budget

**8. MEETING MINUTES**

**9. EXECUTIVE SESSION**

MGL Chapter 30A, Sec. 21(3)

Litigation Update

Litigation Strategy

Union Negotiations

Land Negotiation

Non Union Negotiations

Strategy for Negotiations

Minutes

**ADJOURN**

## **1 (a) SCHEDULE – DISCUSSION ON WARRANT ARTICLES**

CITIZEN PETITION(S) – Anne Baskowski, Polystyrene Reduction Bylaw

Anne will be present to give an overview of the above referenced citizen's petition which has been placed on then Town Meeting warrant. She can also answer any questions the Board may have.

Lead Petitioner	Name:	Ann Marie Foley
	Address:	45 South St Grafton, MA 01519

To see if the Town will vote to adopt the following Polystyrene Reduction bylaw, or to take any other action in relation thereto.

## SECTION 1.

"Disposable Food Service Container" means single-use disposable products for serving or transporting prepared, ready-to-consume food or beverages, including without limitation, take-out foods and/or leftovers from partially consumed meals prepared by a food establishment. This includes, but is not limited to, plates, cups, bowls, trays, hinged or lidded containers, straws, cup lids, or utensils. It does not include single-use disposable packaging for unprepared foods.

"Expanded Polystyrene" means blown polystyrene (polystyrene that has been expanded or "blown" using a gaseous blowing agent into a solid foam) and expanded and extruded forms, which are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead polystyrene), injection molding, form molding, and extrusion blow molding (extruded foam polystyrene).

## SECTION 2.

### SECTION 3.

(1) If it is determined that a violation has occurred the Director shall issue a warning notice to the Food Establishment for the initial violation.

(2) If an additional violation of this by-law has occurred within one year after a warning notice has been issued for an initial violation, the Director shall issue a notice of violation and shall impose a penalty against the Food Establishment.

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GRAFTON, MA

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(3) The penalty for each violation that occurs after the issuance of the warning notice shall be no more than:

A) \$50 for the SECOND offense paid with 21 days to the Department of Health

B) \$100 for the THIRD offense and all subsequent offenses.

(4) No more than one (1) penalty shall be imposed upon a Food Establishment within a seven (7) calendar day period.

(5) A Food Establishment shall have fifteen (15) calendar days after the date that a notice of violation is issued to pay the penalty.

(6) All subsequent offenses may be penalized by a non criminal disposition as provided in the General Laws, Chapter 40, Section 21D

All of the requirements set forth in this by-law shall take effect January 1, 2020. In the event that compliance with the effective date of this by-law is not feasible for a Food Establishment because of either unavailability of alternative food service containers or economic hardship, the Director may grant a waiver of not more than six months upon application of the owner or the owner's representative. The waiver may be extended for one (1) additional six-month period upon showing of continued infeasibility as set forth above.

	PRINTED NAME	SIGNATURE	ADDRESS
1. ✓	Anne M. BASKOWSKI	Anne Baskowski	15 SOUTH ST. GRAFTON, MA 01519
2. ✓	Stella J.A. BASKOWSKI	Stella Baskowski	15 SOUTH ST. GRAFTON - MA 01519
3. ✓	Joy AMOUR SAFFIELD	Joy Amour Saffield	42 CHERRY LANE SO. GRAFTON MA 01560
4. ✓	Margaret Hunt	M. Hunt	23 South St., Grafton, MA
5. ✓	William J. Collins	William J. Collins	23 South Street, Grafton, MA
6. ✓	Marjorie Albright	Marjorie Albright	34 South Street, Grafton, MA
	<del>David A. Stevens</del>	<del>David A. Stevens</del>	<del>34 S</del>
	<del>DAVID A STEVENS</del>	<del>34 South</del>	
7. ✓	DAVID A STEVENS	David A. Stevens	34 SOUTH ST GRAFTON MA
8. ✓	Keith Coveney	Keith Coveney	17 Worcester St Grafton MA
9. ✓	Katherine Bates	Katherine Bates	4 South Street, Grafton MA
10. ✓	Renee DesRosiers	RENEE DESROSIER	17 SOUTH ST - GRAFTON MA
✓	Kelly Powers	Kelly Powers	14 South St. Grafton, MA

Grafton, MA

March 26, 2019

We certify that the above-ELEVEN -(11) signatures are those of registered voters in Grafton, MA.

REGISTRARS OF VOTERS, GRAFTON, MA

Kandy L. Lawelle

Elizabeth Marshall

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**1(a) SCHEDULE DISCUSSION ON WARRANT ARTICLES**

CITIZEN PETITION(S) Marijuana Cultivator and Product Manufacturing Uses in VMU, S. Grafton, Robert Heavey.

Bob Heavey will be present to review and discuss the above referenced citizens petition which has been included on the Annual Town Meeting warrant. He will be able to address any questions the board may have.

Subject of Proposed Warrant Article Marijuana Cultivator and Product Manufacturing uses in VMU Zoning in South Grafton  
 Lead Petitioner Name Blackstone Mill Depot St Trust  
 Address 6 Depot St Grafton

We the undersigned registered voters of the Town of Grafton request the Board of Selectmen to include the following article on the next Town Meeting Warrant:

To see if the Town will vote to allow the cultivation, manufacturing of marijuana related products in the Village Mixed Use Zoning in South Grafton by special permit

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PRINTED NAME	SIGNATURE	ADDRESS
Frances Casey	Frances Casey	2 South Main St Grafton
Tammy Kalinauskas	Tammy Kalinauskas	86 Pleasant St Grafton
Nancy Holme	Nancy Holme	5 Francis St Grafton MA
Barbara Connelly	Barbara Connelly	16 Alana Dr Grafton, MA
Sydney Nicholas	Sydney Nicholas	28 Maple Ave, Grafton, MA
Jen	Tesha Szczypinski	28 Maple Ave, Grafton, MA
Steve Labbe	Steve Labbe	20 Demers St S. Grafton MA
Richard Plant III	Richard Plant	42 Providence Rd
Carolyn McInnis	Carolyn McInnis	42 Providence Rd
Krista Gumsrud	Krista Gumsrud	71 Orchard St / S Grafton MA
Seremigh Putnam	Seremigh Putnam	71 Orchard St / S Grafton MA
Andrea Fantasia	Andrea Fantasia	55 Orchard St Grafton
Nicole McAnally	Nicole McAnally	11 Trinity Ave Grafton
Patricia Jordan	Patricia Jordan	187 Pleasant St Grafton
Ronald Barone Jr.	Ronald Barone Jr.	20 Pigeon Hill Dr.
Hector Wykos	Hector Wykos	21 W. Brigham Hill Rd.
Maveen Swier	Maveen Swier	51 Worcester Street

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GRAFTON, MA  
2019 MAR 26 PM 2:26

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Grafton, MA

March 26, 2019

We certify that the above-ELEVEN -(11) signatures are those of registered voters in Grafton, MA.

REGISTRARS OF VOTERS, GRAFTON, MA

*Kandy L. Lavallee*

*Elizabeth Marshall*

*Just Phillips*



Subject of Proposed Warrant Article Marijuana Cultivator and Product Manufacturing uses in VMU Zoning in South Grafton  
Lead Petitioner Name Blackstone Mill Depot St Trust

Address 6 Depot St Grafton

We the undersigned registered voters of the Town of Grafton request the Board of Selectmen to include the following article on the next Town Meeting Warrant:

To see if the Town will vote to allow the cultivation, manufacturing of Marijuana related products in the Village Mixed Use Zoning in South Grafton by special permit

PRINTED NAME	SIGNATURE	ADDRESS
<del>Bridget Nichols</del>	<del>Bridget Nichols</del>	<del>41 Worcester St</del>
✓ Bridget Nichols	Bridget Nichols	41 Worcester St
✓ Bill Nichols	Bill Nichols	41 Worcester St
✓ Anne Proctor	A. Proctor	49 Worcester St
✓ DANIEL L PROCTOR	Daniel Proctor	99 Worcester St
✓ WAST, N A S R		53 VU 572 ST
✓ Tony SLAYB.		53 LL
✓ Daniel Swift	Daniel Swift	51 Worcester St


Grafton, MA

March 26, 2019

We certify that the above-SIX -(6) signatures are those of registered voters in Grafton, MA.

REGISTRARS OF VOTERS, GRAFTON, MA

*Kandy L. Lawrence*

*Elizabeth Marshall*

*Just R. Phillips*

Lead Petitioner Name Blackstone Mill Depot St Trust

Address 6 Depot St Grafton

We the undersigned registered voters of the Town of Grafton request the Board of Selectmen to include the following article on the next Town Meeting Warrant:

To see if the Town will vote to allow the cultivation, manufacturing  
of marijuana related products in the Village  
Mixed Use Zoning in South Grafton by special permit

[illegible]

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Grafton, MA

March 26, 2019

We certify that the above-THREE -(3) signatures are those of registered voters in Grafton, MA.

REGISTRARS OF VOTERS, GRAFTON, MA

*Nancy L. Lavallee*

*Cynthia M. Marshall*

*Just Phyllis*

**1 (b) SCHEDULE – SIGN ANNUAL AND SPECIAL TOWN MEETING  
WARRANTS**

**MOTION**

I move the board vote to sign the Annual and Special Town Meeting warrants.

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### **1 (c) SCHEDULE – REPRESENTATIVE MURADIAN**

David Muradian will be present to give the board an update/overview of his budget, sessions and where they are at this time. He will also answer any questions you may have.

**NO ACTION NECESSARY**

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### **1 (c) SCHEDULE – BUILDING PERMIT FEES – BILL YEOMANS**

As you may recall, in March Bill submitted a letter regarding increasing the building permit fees. Bill will be present to discuss this request and ask the Selectmen to consider raising the building permit fees.

March 16, 2019  
William A. Yeomans  
297 Providence Road  
South Grafton, MA 01560

Sargon Hanna, Chair, Board of Selectman  
And Board Members  
Town of Grafton  
30 Providence Road  
Grafton MA 01519

Subject: Request a Building Permit Fee increase from \$7/\$1,000 to \$10/\$1,000

Dear Sargon and Board Members,

**I'm writing to ask the BOS to again consider raising our Building Permit Fee from our current rate of \$7/K to a rate of \$10/K. This new rate will bring our fee in line with surrounding communities and should provide a yearly increase of approximately \$80 to \$100,000 in new revenue.**

I have carefully watched all recent BOS and other budget related meetings, including your lengthy BOS meeting on March 12<sup>th</sup>. During these meetings, a lot of time was spent discussing, debating, manipulating and adjusting possible revenue sources and staffing models to deal with funding the present shortfall in the town's Operating Budget for the upcoming Fiscal Year 2020 and the mandated requirement to bring forth a balanced budget to our Annual Town Meeting.

**During the budget discussion at your March 12<sup>th</sup> BOS meeting, you pointed out that in the following Fiscal Year 2021, a School and Administrative Operational Override would likely be requested to deal with the continuing shortfall in revenues needed to sustain and operate vital Town and School Department functions.**

**As a resident who, like each of you, is interested and involved in serving our town, I feel it's important for the Board to continue to identify and raise revenues wherever possible before coming to residents for an Operational Override. All avenues for increased revenues, both on the School and Town Administration side of the budget, must be identified and acted on before asking for a new Operational Override.**

**I am asking the Board to increase the Building Permit Fee to \$10/K. This is the amount I had originally sought and advocated for in February, 2018. In early April 2018, the Board voted to increase it to \$7/K from \$5/K. It passed by a vote of 3 in favor and 2 opposed. I was pleased but at the same time, disappointed by that action. I was pleased with the increase but disappointed that it was only raised to \$7/K.**

**I feel that maintaining a Building Permit fee structure of only \$7/\$1,000 continues to subsidize firms and builders involved in the development of homes and projects in Grafton at the expense of other needs throughout our town departments (many of whom require supporting them) that are starved for revenues to properly staff and run their department.**



**The Building Permit Fee now in place for Grafton, \$7/\$1000 of Building Validation, still remains the lowest of all towns in the surrounding area.**

**Building Permit Fees of surrounding towns:**

- Northborough \$10/K
- Shrewsbury \$10/K
- Westboro \$10/K
- Upton \$10/K plus
- Northbridge \$8/K
- Millbury \$8/K
- Grafton \$7/K

**I ask the Board to take immediate action to raise our Building Permit Fee for all methods of building in our town. I estimate this action should produce additional revenue of approximately \$80 to \$100,000 in the upcoming year and beyond for many years to come.**

**Why raise the Building Permit Fee?**

1. **Grafton is in the process of implementing a software program to provide on-line permitting.** While there may be many different town departments using the program to assist with their permitting needs, I believe the majority of permitting requirements utilizing a system of this type and therefore a majority of its costs, are associated with the day-to-day operations of the Planning and Building/Zoning Departments.
2. **Our Building Permit fee should be immediately increased to raise revenues to fund the new On-Line Permitting System, staff training and its on-going yearly costs (est. +/- \$40,000) for software updates and on-going maintenance.**
3. **Increasing the Building Permit Fee will provide a revenue stream to properly support the equipment and technology requirements, staffing and other costs associated with running these two very important departments, Planning and Building/Zoning.**
4. **Services provided by the Planning and Building/Zoning Departments widely serve our town in dealing with, providing support for and protecting Grafton's interest in the building and development projects now before us and those planned for the future.**

Sargon, I am going to attend your next BOS meeting on March 19th and ask you, as Chair, to allow me a few brief minutes to speak and submit my request for the increase herein outlined.

I thank you all in advance for your thoughtful consideration of my request. I can be reached at 508-244-9446 or email at [billyeo@verizon.net](mailto:billyeo@verizon.net).

Respectfully and sincerely submitted,

Bill Yeomans

CC: Tim McNerney, Town Administrator

Rebecca Meekins, Assistant Town Administrator

BOS Members: Craig Dauphinais, Jennifer Thomas, Edward Prisby, Bruce Spinney

Account No.	Departments	Jan-19	Feb-19	Mar-19	Apr-19	May-18	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Total for Year 2019	FY 2020
1-0-452-4336-1	Photocopies / Copys of Field Cards	\$135.00	\$50.00	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$235.00	\$740.00
1-0-452-4579-1	Sign Permits	\$0.00	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00	\$800.00
1-0-452-4475-1	Gas Permits	\$3,275.00	\$1,790.00	\$3,000.00	\$520.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,585.00	\$23,392.50
1-0-452-4480-1	Plumbing Permits	\$1,565.00	\$1,195.00	\$2,170.00	\$425.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,355.00	\$16,557.50
1-0-452-4484-1	Electrical Permits	\$4,725.00	\$1,050.00	\$3,830.00	\$800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,405.00	\$30,650.00
1-0-452-4494-1	Mechanical Permits	\$1,000.00	\$100.00	\$2,121.00	\$700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,921.00	\$9,411.00
1-0-452-4496-1	Trench Permits	\$100.00	\$50.00	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00	\$2,450.00
1-0-452-4487-1	Building Permits	\$19,246.00	\$2,941.00	\$19,125.00	\$7,181.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48,493.00	\$152,253.00
1-0-452-4482-1	Home Occupation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$90.00
1-0-452-4483-1	Public Buildings	\$322.00	\$50.00	\$75.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$447.00	\$1,855.00
1-0-452-4485-1	Woodstove Permits	\$70.00	\$150.00	\$150.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$370.00	\$820.00
1-0-452-4489-1	Zoning Permits	\$0.00	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00	\$850.00
1-0-452-4495-1	Mechanical Re-Inspections	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1-0-452-4493-1	Building Re-Inspections	\$50.00	\$50.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00	\$550.00
1-0-452-4490-1	Electrical Re-Inspections	\$50.00	\$100.00	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00	\$1,000.00
1-0-452-4491-1	Plumbing Re-Inspections	\$150.00	\$0.00	\$350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	\$700.00
1-0-452-4492-1	Gas Re-Inspections	\$50.00	\$0.00	\$0.00	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00	\$150.00
1-0-452-4840-1	Zoning Violation Restitution	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
29-220-963-4364	Fire - Sprinkler Review	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,200.00
1-0-451-4473-1	Fire Inspection	\$0.00	\$0.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600.00	\$950.00
1-0-452-4899-1	Miscellaneous (receiv)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1-0-452-4899-1	Miscellaneous (credit)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.95
<b>TOTAL</b>		<b>\$30,738.00</b>	<b>\$7,526.00</b>	<b>\$31,871.00</b>	<b>\$9,676.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$79,811.00</b>	<b>\$246,462.95</b>

3 month left

75,000 projected

\$ 321,462.95

BACK TO AGENDA

### **3 (a) APPOINTMENTS – AFFIRM RE-APPOINTMENT**

As a formality, the selectmen are asked to affirm the Town Administrator's recent re-appointment of Anita Patel, Town Accountant. The term of the town accountant is 3 years (April 2022).

#### **MOTION:**

I move the board vote to affirm the Town Administrator's re-appointment of the Anita Patel as the Town Accountant.



**OFFICE OF THE  
TOWN ADMINISTRATOR**

30 Providence Road  
Grafton, MA 01519  
(508) 839-5335

Timothy P. McInerney, Town Administrator  
mcinerneyt@grafton-ma.gov  
www.grafton-ma.gov

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April 3, 2019

Ms. Anita A. Patel  
23 Cortland Way  
Grafton, MA 01519

Dear Ms. Patel:

I am pleased to advise you of your re-appointment to the position of Town Accountant for a term to expire on April 4, 2022. This will also be reaffirmed by the Board of Selectmen at their April 16, 2019 meeting.

I hope you continue to find this position rewarding.

Regards,



Timothy P. McInerney

cc: Human Resources

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#### **4 (a) NEW BUSINESS – VOTE TO SIGN CONTRACT – MOVING SERVICES**

The Selectmen will be asked to approve the library moving services contract. The contract is with William B. Meyer Inc. Andy Deschenes will be present to review the contract, services and bidding process.

#### **MOTION**

I move the board vote to sign the moving services contract with William B. Meyer Inc.

## **AGREEMENT FOR SERVICES**

This Agreement made this 16<sup>th</sup> day of April, 2019 by and between William B. Meyer, Inc. (hereinafter called the Contractor) and the Town of Grafton, a municipal corporation located in Worcester County, (hereinafter called the Town).

The Contractor and the Town, for valuable consideration, agree as follows:

### **1. SCOPE OF SERVICES**

The firm hired will provide Library relocation services necessary as described in the "Requests for Proposals, Library Move", dated February 6, 2019 and attached to this document. The firm hired will work under the direction the Town Administrator or his Designee. The following is a general outline of the required basic services.

The Contractor shall complete all pre-design tasks necessary to thoroughly identify the overall scope of the project.

### **2. THE CONTRACT DOCUMENTS**

The contract documents consist of this Agreement; the bid documents, including all plans and specifications, together with the general instructions to the Contractor; and the contractor's bid/proposal with attachments.

To the extent any provision of this Agreement conflicts with any attachment, the terms of this Agreement shall control.

This Agreement, together with the incorporated documents, embody the entire understanding and contract between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior oral or written contracts and understandings relating to such subject matter. No statement, representation, warranty, covenant or contract of any kind not set forth in this Agreement will affect, or be used to interpret, change, or restrict, the express terms and provisions of this Agreement. Any modifications to this contract are without force and effect until reduced to a writing signed by both parties.

### **3. TIME FOR PERFORMANCE**

The Contract Period is from April 1, 2019 to September 2020. Any agreed upon extensions must be reduced to writing and signed by both parties.

The Contractor shall begin to perform the work within ten (10) business days after the Town Administrator (or a person designated by him) issues a written

Notice to Proceed to the Contractor. The Town shall have reasonable opportunity to inspect all work performed by the Contractor, and accept or reject the work based upon that inspection.

#### **4. PAYMENT**

In consideration for the Contractor's performance of the Project, the Town agrees to pay the Contractor the sum of Sixty Thousand Six Hundred Fifteen dollars (\$60,615.00) as set forth in the Contractor's Pricing Information Form as dated 2/25/2019 (hereinafter, the "Contract Price"). In the absence of a specific payment schedule, the Contractor may periodically submit invoices, itemizing services for which compensation is due. In the event that this Agreement provides for reimbursement by the Town for specified expenses, the Contractor shall submit itemization of such proposed expenses (along with documentation) with the invoice to the office of the Town Administrator. The Town will make progress payments (and reimbursement for expenses, if applicable) to the Contractor upon presentation of an acceptable invoice within thirty days after the end of each month.

The Contractor expressly understands and agrees that payment under this contract is subject to appropriation or availability of other funds, if applicable (e.g., state or federal grants).

#### **5. TERMINATION**

The Town may terminate the contract on seven (7) days written notice to the Contractor if the Contractor fails to supply any of the required certifications in a form acceptable to the Town as required by this Agreement.

The Town may also terminate the contract on seven (7) days written notice to the Contractor if the Contractor fails to provide services in a diligent or timely manner or provides services that do not conform to the specifications. The Town's remedies will be as set forth in the Remedies section of this Contract.

This contract may also be terminated at any time for the convenience of the Town at the option of the Town Administrator by delivering or mailing to the Contractor at the Contractor's business address a written notice of termination setting forth the date, not less than seven (7) days after the date of such delivery or mailing, when such termination shall be effective. In the event of such termination for convenience, the Contractor shall be compensated for services rendered up to the date of said termination in accordance with the rates of compensation specified in this Contract. If the Town terminates the contract before work commences, the Town shall not owe the Contractor anything.

## **6. REMEDIES OF THE TOWN**

If the Contractor fails to provide services in a diligent or timely manner or provides services that do not conform to the specifications, the Town, in the alternative, may make any reasonable purchase or contract to purchase services in substitution for those due from the Contractor. The Town may deduct the cost of any substitute contract or nonperformance of services, together with incidental and consequential damages, from the Contract price and shall withhold such damages from such sums due or to become due to the Contractor. If the damages sustained by the Town, as determined by the Town Administrator or his designee, exceed sums due or to become due, the Contractor shall pay the difference to the Town upon demand.

## **7. REMEDIES OF THE CONTRACTOR**

If damages, other than loss on nonconforming services or services not performed, are actually sustained by the Contractor due to any act or material omission for which the Town is legally responsible, the Town shall pay the Contractor a sum equal to the amount of such damages sustained by the Contractor, as determined by the Town Administrator, provided that the Contractor shall have delivered to the Town Administrator a detailed written statement of such damages and cause thereof within thirty (30) days after the claimed act or material omission of the Town.

## **8. ASSIGNMENT**

The Contractor shall not assign or in any way transfer any interest in this agreement without the prior written consent of the Town. None of the services to be provided by the Contractor pursuant to this agreement shall be subcontracted to any other organization, association, individual, partnership, or group of individuals, except as expressly agreed in the attached documents, without the prior written consent of the Town.

The Contractor shall not assign any moneys due or to become due hereunder without such prior written consent.

## **9. RESPONSIBILITY/LIMITATION OF LIABILITY**

The Contractor shall bear all loss resulting from any cause before performance under this Agreement. After performance of services, the Contractor shall bear all loss if the services fail to conform to specifications.

The Contractor shall take all responsibility for the work and take all precautions for preventing injuries to persons and property in or about the work, and



indemnify and hold harmless the Town for all claims either for payment by the Contractor, subcontractor or others for labor and materials furnished for the work.

The Contractor shall indemnify and hold harmless the Town and its officers, directors, agents, and employees from any and all injuries, losses, claims, actions, or damages, to any person or property, and all costs, expenses (including reasonable attorneys' fees), or other liability incurred by the Town that are caused by the negligence or willful misconduct of the Contractor or its employees or agents, or by the use of improper materials, implements or labor, or relating to any act, omission or neglect of the Contractor and his employees or any subcontractor, occurring in connection with the subject matter of this Agreement.

The obligations under this clause shall include being responsible for the actual notification of any person or entity or other actions as may be required under M.G.L. c. 93H and c. 93I, any other state or federal law and the applicable regulations thereunder pertaining to privacy rights and for reimbursing the Town for any costs associated therewith it may incur.

## **10.INSURANCE**

The Contractor agrees to provide general liability insurance (personal injury and property damage) for the Project at no cost to the Town. The amounts of such insurance shall be as follows:

Each Occurance: \$1,000,000  
Personal Injury: \$1,000,000  
General Aggregate: \$2,000,000

The Contractor shall provide automobile liability insurance for hired and non-owned automobiles with the following limits:

Bodily Injury: \$1,000,000 (Combined single Limit)  
Property: \$1,000,000

The Contractor shall also carry and maintain, at no cost to the Town, such Worker's Compensation Insurance as shall protect the Contractor and any subcontractor performing work covered by this Agreement from any and all claims and liability under G.L. c. 152, the Workers' Compensation Law.

All insurance coverage shall remain in effect throughout the term of this contract. ***Insurance certificates, naming the Town as an additional insured, detailing insurance coverage as set forth above, with policy numbers and dates of expiration, must be submitted with the signed Contract and no Notice to Proceed shall be issued until said certificates have been submitted.***

## **11.FINAL INSPECTION**

Upon receipt of written notice by the Contractor that the work is ready for final inspection and acceptance, the Town Administrator, through his authorized agent or representatives, shall promptly make such inspection, and if the work is found acceptable and the contract fully performed, the Town Administrator shall approve and order the final payment. The final payment for work done under this contract shall be made only after the Contractor has signed a statement under the penalty of perjury, certifying that the work described in the final estimate has been completed by him.

## **12.TAX COMPLIANCE**

The Contractor hereby certifies under the pains a penalties of perjury that it has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support pursuant to G.L. c. 62C, § 49A. The Contractor shall supply the Town with a Certificate of Good Standing from the Massachusetts Department of Revenue DOR (available under "on-line services" at [www.mass.gov/dor](http://www.mass.gov/dor)).

## **13.EMPLOYEE STATUS**

The Contractor is retained solely for the for the purposes of and to the extent set forth in this contract. The Contractor shall have no capacity to incur liability on behalf of the Town. The Contractor and all of its employee(s), servant(s), and agent(s), and shall be deemed not to be Town employees for the purposes of either workers' compensation or employment insurance, or for any other purpose.

## **14.EOUAL EMPLOYMENT OPPORTUNITY**

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin or ancestry, age, religious creed, sex, handicap or political affiliation. The Contractor shall comply with all applicable provisions of the Federal Civil Rights Act of 1964 and any amendments thereto.

## **15.APPLICABLE LAW**

The law of the Commonwealth of Massachusetts shall apply to the interpretation or enforcement of this contract, which may be enforced by either party only in a Massachusetts court of competent jurisdiction. The laws and regulations of the

Commonwealth of Massachusetts and the bylaws of the Town of Grafton are incorporated by reference and made a part of this contract.

#### **16. SIGNATURES AND EFFECTIVE DATE**

Three original signed copies of this contract will be executed (two for the Town, one for the Contractor), and each party represents that its signatories have the authority to enter into this contract. The contract shall take effect on the date when the last signature listed below (including a majority of the members of the Town's Board of Selectmen) has been obtained.

#### **17. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it/they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be amended in writing to make such insertion.

#### **18. CONFLICT OF INTEREST**

Any and all activities that constitute violations of G.L. c. 268A, the Massachusetts Conflict of Interest Statute, are specifically prohibited hereunder.

The contractor for itself and for its heirs, administrators, successors and assigns, and the Owner for itself, its successors and assigns, hereby agree to the full performance of the terms of this agreement.

#### **19. NOTICE**

The parties (or their sureties or other representatives) shall give any notice under this contract in writing by first class or certified mail addressed as follows:

For the Town:

Timothy P. McInerney, Town Administrator  
Town of Grafton  
Grafton Memorial Municipal Center  
30 Providence Road  
Grafton, MA 01510  
Tel. 508-839-5335

For the Contractor:

IN WITNESS WHEREOF the said parties have hereunto set their hands and common seal:

Signed and sealed in the presence of:

For the Town of Grafton,

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Name and Title of Officer

\_\_\_\_\_  
Firm/Corporation Name

Date:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date:\_\_\_\_\_

Approved as to availability of funds:

\_\_\_\_\_  
Town Accountant

Approved as to Form:

\_\_\_\_\_  
Town Counsel

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**4 (b) NEW BUSINESS – VOTE TO SIGN CONTRACT – COLLIERS  
INTERNATIONAL COMMISSIONING SERVICES**

The Selectmen will be asked to approve the commissioning contract for the library. The Collier Commissioning & Energy Services team is also working with Andy on the DPW Building. The commissioning agent checks the design documents, construction submittals and the work put in place for the MEP systems in the building to make sure that they are coordinated and working properly.

**MOTION:**

I move the board vote to sign the Colliers International contract for the Grafton Public Library project.



January 31, 2019

Mr. Andy Deschenes  
Owner's Project Manager  
Town of Grafton

via email: [deschenesa@graffton-ma.gov](mailto:deschenesa@graffton-ma.gov)

**Subject: Proposal to Provide LEED v4 Commissioning Services  
Grafton Public Library Project**

Dear Mr. Deschenes:

Colliers' Commissioning & Energy Services team is pleased to submit this proposal to provide commissioning services for the Grafton Public Library Project. We understand that the project is seeking certification with the United States Green Building Council Leadership in Energy and Environmental Design (LEED) Version 4.

Colliers has an extensive history providing LEED based commissioning, retro-commissioning, and energy services throughout the Northeast. Our team has been providing commissioning services since 1996 and has become a clear leader in the commissioning industry based on our proven success with clients and our role shaping and galvanizing the field.

Based upon our understanding of the requirements of the Grafton Public Library Project and the role intended for the commissioning agent, there is no doubt in my mind that the skills, experience and perspective that Colliers provides are very closely aligned with the needs of the project.

For the Grafton Public Library Project, we suggest the following scope of services consistent with the (3) points currently targeted LEED Commissioning:

**EA Prerequisite 1: Fundamental Commissioning & Verification [Required]**

- › Commissioning kick-off meeting
- › Review Owner's Project Requirements and Basis of Design
- › Review design development documents
- › Review 95% construction documents
- › Backcheck final documents
- › Participate in design review meetings at SD, DD & CD
- › Develop and implement commissioning plan
- › Development of commissioning specifications
- › Develop construction checklists
- › Construction site visits and commissioning team meetings
- › Compile and review construction checklists
- › Develop functional test procedures
- › Direct and oversee execution of functional test procedures
- › Maintain commissioning issues log and report directly to Owner
- › Prepare and maintain current facility requirements and O&M Plan
- › Prepare final commissioning report and LEED submittals

**EA Credit: Enhanced Commissioning, Option 1, Path 1 [3 Points]**

- › Review of contractor submittals
- › System manuals - inclusion, review, confirm delivery
- › Training - inclusion, review, verify

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- › 10 Month warranty review
- › Verify seasonal testing
- › Develop on-going commissioning plan

#### Optional LEED Credits

Within the Commissioning scope of work LEED offers additional points towards certification. If additional points are required to achieve the desired certification goals, we would be able to provide pricing for the additional scope listed below:

**EA Credit: Option 1 Path 2: Enhanced & Monitoring-Based Commissioning [1 Point]**

**EA Credit: Option 2: Envelope Commissioning [2 Points]**

Fees for the above services are *thirty-two thousand seven hundred nineteen dollars (\$32,719)* plus expenses estimated at \$800 (not to exceed amount). Exhibit I provides the details utilized by Colliers in the development of this fee proposal. With regard to Colliers' proposed staffing plan, the following Exhibit I strives to show our staffing matrix by each major commissioning element.

The table below provides an hourly rate schedule for each team member for work that may exceed the scope.

2019 HOURLY RATES	
Category	Hourly Rate
Director	\$195
Envelope Project Manager	\$145
MEP Project Manager	\$145
Assistant Project Manager	\$120

**NOTE:** Hourly rates do not include reimbursable expense such as mileage, tolls, parking, and sustenance. Escalation of Commissioning Agent hourly rates is 4% per year.

We hope that this submission meets with your expectations. If you have questions or require additional information, you can contact me at (413) 592-0030 ext. 135.

Sincerely,

Frank Baldino, PE, CCP  
Director, Commissioning & Energy Services



---

Your signature in the space provided below will signify acceptance of the terms proposed in this letter of agreement and the ability to mutually adjust scope of services and corresponding fees if applicable at a later date.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**Town of Grafton**  
**Grafton Library Expansion & Renovation**  
**LEED Commissioning Services Fee Proposal Detail**  
 Date: January 29, 2019

Exhibit I

Date: January 29, 2019		TOTAL HOURS				Total Associated Fees	Notes
	Director	Envelope Project Manager	MEP Project Manager	Assistant Project Manager			
I. EA Prerequisite 1: Fundamental Cx & Verification							Design through March 2019
A	Commissioning Kick-Off Meeting	-	-	4.00	-	\$ 580	(1) Cx Kick-off meeting
B	Review Owner's Project Requirements & Basis of Design	-	1.00	2.00	-	\$ 435	
C	Review Design Development Documents	-	2.00	4.00	-	\$ 870	
D	Review 95% Construction Documents	-	4.00	6.00	-	\$ 1,450	
E	Backcheck Final Documents	-	2.00	2.00	-	\$ 580	
F	Participate in Design Review Meetings at SD, DD & CD	-	-	10.00	-	\$ 1,450	Attendance at (2) Meetings planned
G	Develop and Implement Commissioning Plan	-	-	2.00	-	\$ 290	
H	Development of Commissioning Specifications	-	-	2.00	-	\$ 290	
I	Develop Construction Checklists	-	-	1.00	6.00	\$ 865	
J	Construction Site Visits & Commissioning Team Meetings	-	-	35.00	-	\$ 5,191	(7) Meetings / Field Visits Planned
K	Compile & Review Construction Checklists	-	-	15.00	-	\$ 2,245	
L	Develop Functional Test Procedures	-	-	2.00	8.00	\$ 1,300	
M	Direct & oversee execution of Functional Test Procedures	-	-	40.00	-	\$ 6,032	(5) days of testing of new HVAC systems, domestic hot water, and lighting controls (LEED Systems Included)
N	Maintain Commissioning Issues Log & Report directly to Owner	-	-	6.00	-	\$ 893	
O	Prepare & Maintain Current Facility Requirements and O&M Plan	-	-	6.00	4.00	\$ 1,404	
P	Prepare Final Commissioning Report & LEED Submittals	-	-	4.00	4.00	\$ 1,102	
Total Fees: EA Prerequisite 1		-	9.00	141.00	22.00	\$ 24,977	
II. EA Credit: Enhanced Commissioning, Option 1, Path 1							Construction: May 2019-September 2020
A	Review of Contractor Submittals	-	-	4.00	6.00	\$ 1,312	
B	System Manuals - Inclusion, Review, Confirm Delivery	-	-	6.00	-	\$ 893	
C	Training - Inclusion, Review, Verify	-	-	10.00	1.00	\$ 1,616	Define Requirements, review contractor agendas, on site to oversee (1) day of Owner training
D	10 Month Warranty Review	-	-	12.00	-	\$ 1,810	(1) day on site to review BMS, document operational issues, analyze and report on Utility data
E	Verify Seasonal Testing	-	-	8.00	-	\$ 1,206	Seasonal testing - Review Issue Resolution & Full load heating testing planned for November 2020
F	Develop On-Going Commissioning Plan	-	-	6.00	-	\$ 905	
Total Fees: Option 1, Path 1		-	-	46.00	7.00	\$ 7,742	
Total		0.00	9.00	187.00	29.00	\$ 32,719	
Project Expenses							\$ 800
Grand Total Fees & Expenses							\$ 33,519
Add Alternates							
A	Increase Construction Phase Site Presence	-	-	40.00	-	\$ 5,945	Increase to Monthly Construction Presence
Total Fees for Add Alternate #1		-	-	40.00	-	\$ 5,945	

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**Town of Grafton**  
**Grafton Library Expansion & Renovation**  
**LEED Commissioning Services Fee Proposal Detail**

Date: January 29, 2019

Exhibit I

Date: January 29, 2019		TOTAL HOURS				Total Associated Fees
	Director	Envelope Project Manager	MEP Project Manager	Assistant Project Manager		
III. EA Credit: Enhanced Commissioning, Option 2, Envelope Commissioning						
A	Review of Contractor Submittals	-	4.00	-	-	\$ 580
B	Development of Commissioning Specifications	-	2.00	-	-	\$ 290
C	Develop Construction Checklists	-	4.00	-	-	\$ 580
D	Construction Site Visits & Commissioning Team Meetings	-	30.00	-	-	\$ 4,437
E	Compile & Review Construction Checklists	-	12.00	-	-	\$ 1,775
F	Direct & oversee execution of Functional Test Procedures	-	16.00	-	-	\$ 2,366
G	Document, Correction & Retesting	-	5.00	-	-	\$ 754
H	Maintain Commissioning Issues Log & Report directly to Owner	-	4.00	-	-	\$ 592
I	Prepare & Maintain Current Facility Requirements and O&M Plan	-	4.00	-	-	\$ 592
J	Prepare Final Commissioning Report & LEED Submittals	-	2.00	-	-	\$ 302
K	Training - Inclusion, Review, Verify	-	4.00	-	-	\$ 592
L	10 Month Warranty Review	-	5.00	-	-	\$ 754
M	Develop On-Going Commissioning Plan	-	2.00	-	-	\$ 302
Total Fees: Option 2		-	94.00	-	-	\$ 13,916
Total		0.00	94.00	0.00	0.00	\$ 13,916
Project Expenses						\$ 400
Grand Total Fees & Expenses						\$ 14,316
Add Alternates						
A	Perform IR scan of roof and building enclosure	-	-	40.00	-	\$ 6,032
Total Fees for Add Alternate #1		-	-	40.00	-	\$ 6,032

**Notes**

Construction: May 2019-September 2020

(6) Field Visits Planned

(2) Days on site to oversee Testing Windows & Skylight

(1/2) day retesting

IR Scan of Roof & Envelope

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**4 (c) NEW BUSINESS – VOTE TO AUTHORIZE SIGNATORY LISTING (Grafton Public Library Project)**

At their meeting on April 2<sup>nd</sup> the Selectmen voted to authorize the Chairman to sign the Mass Board of Library Commissioners (MBLC) Agreement and the standard state contract form. There was one form omitted from the packet. The State also needs a completed CASL (Contractor Authorized Signatory Listing).

**MOTION:**

I move the board vote to authorize the Chairman to sign the Contract Authorized Signatory Listing form for the Grafton Public Library project.

10 BE USED AS A REFERENCE ONLY

Issued May

2004

**COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING**



CONTRACTOR LEGAL NAME: Town of Anywhere  
CONTRACTOR VENDOR/CUSTOMER CODE: VC0012345678

**INSTRUCTIONS:** Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

**NOTICE:** *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
<u>John Smith</u>	<u>Library Director</u>
<u>Jane Smith</u>	<u>Town Administrator</u>
<u>Joe Smith</u>	<u>Finance Director</u>

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Jane Smith  
Signature

Date: 1/1/2018

Title: Town Administrator Telephone: (555) 123-4567

Fax: (555) 123-9876

Email: Jane.Smith@town.gov

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

SAMPLE ONLY

**COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May

2004



CONTRACTOR LEGAL NAME :  
CONTRACTOR VENDOR/CUSTOMER CODE:

**PROOF OF AUTHENTICATION OF SIGNATURE**

**This page is optional and is available for a department to authenticate contract signatures.  
It is recommended that Departments obtain authentication of signature for the signatory  
who submits the Contractor Authorized Listing.**

**This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.**

Signatory's full legal name (print or type):

Title:

**X** \_\_\_\_\_

Signature as it will appear on contract or other document (Complete only in presence of notary):

**AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:**

I, \_\_\_\_\_ (NOTARY) as a notary public certify that I witnessed  
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

\_\_\_\_\_, 20 \_\_\_\_.

My commission expires on:

**AFFIX NOTARY SEAL**

I, \_\_\_\_\_ (CORPORATE CLERK) certify that I witnessed the  
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's  
authority as an authorized signatory for the Contractor on this date:

\_\_\_\_\_, 20 \_\_\_\_.

**AFFIX CORPORATE SEAL**

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**COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May

2004



**CONTRACTOR LEGAL NAME :**  
**CONTRACTOR VENDOR/CUSTOMER CODE:**

**INSTRUCTIONS:** Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

**NOTICE:** *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

\_\_\_\_\_  
Signature

Date:

Title:

Telephone:

Fax:

Email:

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

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**COMMONWEALTH OF MASSACHUSETTS**  
**CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May

2004



**CONTRACTOR LEGAL NAME :**

**CONTRACTOR VENDOR/CUSTOMER CODE:**

#### **4(d) NEW BUSINESS – FIRE STAFFING STUDY COMMITTEE**

We received 13 letters of interest from folks interested in serving on the Fire Staffing Study Committee. There are different designations for the “seats”, one being a Selectmen Representative. The Board will be asked to choose one member of the Board of Selectmen to serve as their Representative. After reviewing the list if the board is comfortable with selecting the other members, they may do so.

#### **MOTION**

I move the Board vote to appoint \_\_\_\_\_ as the Selectmen’s Representative on the Fire Department





**OFFICE OF THE BOARD OF SELECTMEN**

30 Providence Road  
Grafton, MA 01519  
(508) 839-5335  
BOSGroup@grafton-ma.gov  
www.grafton-ma.gov

*Sargon Hanna, Chairman  
Craig Dauphinais, Vice Chair  
Jennifer Thomas, Clerk  
Bruce Spinney, III  
Edward Prisky*

Adopted: March 19, 2019

**BOARD OF SELECTMEN  
CHARGE**

**NAME:** Fire Department Study Committee

**MEMBERSHIP:** 9 members  
One member of each Fire Company (3 total), Two members in leadership positions with the Fire Department, One member of the Board of Selectmen  
Three Members-At-Large

**TIMETABLE:** To begin upon appointment for a 1-year term or until the Committee has met its charge and disbanded by the Board of Selectmen. Expected that the charge will take 6-9 months to complete.

**Section 1.** The Board of Selectmen shall establish and appoint a committee to be known as the Fire Study Committee, composed of 9 members as described above. Members should have some experience and knowledge with public safety operations.

**Section 2.** The Committee shall review the Fire Staffing Study Report completed by Municipal Resources Inc. (MRI) The Committee shall analyze the objectives and recommendations made in the report (attached to this document). Committee shall recommend and prioritize the implementation of these recommendations and present such findings to the Board of Selectmen.

The Committee shall consider the following strategy in reviewing the report:

- Approach recommendations strategically and in a systematic manner.
- Use them as the basis for the development of a long-range strategic plan for change and improvement.
- Break them down into reasonably sized components. Categorize them as short- term and long-term and/or high-priority and low-priority. This will allow a clear implementation plan to emerge that considers things such as which items can be accomplished within existing resources, and which items will require additional funding and/or time to accomplish in the coming years.

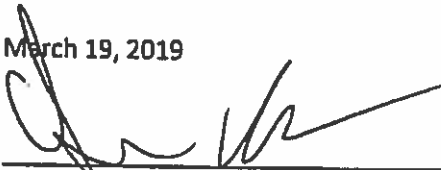
- Refer to them when making various recommendations, check them off as they are accomplished, revise the plan as necessary moving forward just making sure to maintain forward progress and most importantly, recognize the positive achievements publicly.

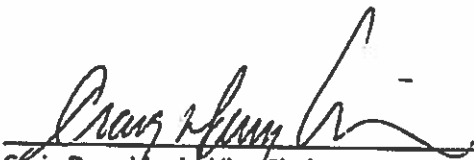
**Section 3.** The Committee shall hold at least two (2) public hearings prior to submitting their findings to the Board of Selectmen to hear concerns, questions or other recommendations from the community on this matter. There will be others who have an interest in these meetings that are not able to serve on the committee. Every attempt should be made to include comments from those who attend meetings. The easiest way to ensure this is to include a "public comment" section on each agenda.


**Section 4.** Findings shall be presented at a formal meeting of the Board of Selectmen and written recommendations for implementation will be provided. The Board will discuss and decide on a path forward in consultation with the Town Administrator.

Attached to this document are the MRI objectives and recommendations that were a part of the staffing study report. This document will be made available electronically to all members of the committee.

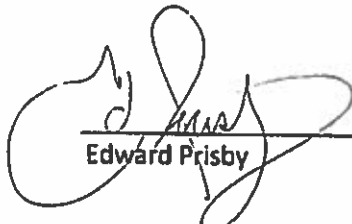
March 19, 2019

  
Sargon Hanna, Chairman

  
Craig Dauphinais, Vice Chairman

  
Jennifer Thomas, Clerk

  
Bruce Spinney, III

  
Edward Prisby

## People interested in Serving on the Fire Staffing Study Committee

### Fire Fighters (3\*)

\* criteria was one from each station

Nick	Child		Fire Fighter, Station 2	<a href="mailto:haznick@gmail.com">haznick@gmail.com</a>
Erick	John		Fire Fighter, Station 2	<a href="mailto:ejeng2@verizon.net">ejeng2@verizon.net</a>
Brian	L' Heureux	14 Amherst St	Fire Fighter Station 2	<a href="mailto:blheureux@icloud.com">blheureux@icloud.com</a>

### Fire Fighters (2) Leadership Role

Richard	Allain		Fire Fighter, Captain Station 3	<a href="mailto:rallain@jpkeefe.org">rallain@jpkeefe.org</a>
James	Brawn		Fire Fighter, Lieutenant Station 2	<a href="mailto:jrbrawn@verizon.net">jrbrawn@verizon.net</a>
Bob	Egan		Fire Fighter, Captain Station 2	<a href="mailto:began@rpmasiello.com">began@rpmasiello.com</a>
Eric	Matthieu		Fire Fighter, Lieutenant Station 1	<a href="mailto:cbfejm@icloud.com">cbfejm@icloud.com</a>

### Member At Large (3)

Daniel	Allain		Resident	<a href="mailto:boston319@gmail.com">boston319@gmail.com</a>	
Neil	Aspesi		Resident	<a href="mailto:npa1352@hotmail.com">npa1352@hotmail.com</a>	
Roger	Currier		Fire Fighter, Retired	<a href="mailto:skipcurrier@charter.net">skipcurrier@charter.net</a>	Retired FF
Matthew	Davy		Fire Fighter, Maryland	<a href="mailto:mwdavy@outlook.com">mwdavy@outlook.com</a>	
Peter	Snow	10 Jordan Terrace	Fire Fighter, Station	<a href="mailto:pete.snow2@verizon.net">pete.snow2@verizon.net</a>	Retired FF
Ray	Mead		Fire Fighter	<a href="mailto:rmead@bjs.com">rmead@bjs.com</a>	Retired FF

### Board of Selectmen (1)

<a href="#">Back to Agenda</a>
--------------------------------

Cindy Ide

Nick Child

**From:** Tim McInerney  
**Sent:** Thursday, March 07, 2019 10:03 AM  
**To:** Cindy Ide  
**Subject:** FW: GFD staffing & safety workgroup

Timothy P. McInerney, ICMA-CM  
Town Administrator  
30 Providence Road  
Grafton, MA 01519  
p. 508-839-5335  
f. 508-839-4602  
[mcinerneyt@grafton-ma.gov](mailto:mcinerneyt@grafton-ma.gov)  
[www.grafton-ma.gov](http://www.grafton-ma.gov)

<https://www.youtube.com/watch?v=aIlz9gFiG-o&t=3s>

-----Original Message-----

**From:** Nicholas Child <[haznick@gmail.com](mailto:haznick@gmail.com)>  
**Sent:** Thursday, March 7, 2019 9:38 AM  
**To:** [mcinerneyt@grafton-ma.gov](mailto:mcinerneyt@grafton-ma.gov)  
**Cc:** Egan Bob <[began@rpmasiello.com](mailto:began@rpmasiello.com)>  
**Subject:** GFD staffing & safety workgroup

I would like to be considered for the GFD staffing and safety implementation workgroup. I am a member of GFD Station 2. I have 28+ years in volunteer/call fire service, 10 w/ Woodstock CT and 18+ w/ Grafton. In CT, I served two years as Lieutenant and 2 years as Captain before moving to Grafton.

I am CT/MA/Nat certified Fire Fighter 1&2, Fire Instructor 1, Fire Officer 1, Hazmat Technician. I am currently enrolled in Mass Fire Academy in Incident Safety Officer program.

My career has been 28 years at MassDEP. 24 years rising to the regional chief of MassDEP Oil & Hazmat program. 4+ years to present as Chief Emergency Planning & Preparedness officer for agency.

I have a BA in Environmental Science, MA in Hazard Management, and MPA in Emergency Management.

Call if any questions (508) 965-6318.

Sent from my iPhone

ERIC John

Cindy Ide

---

**From:** Tim McInerney  
**Sent:** Friday, March 08, 2019 11:14 AM  
**To:** Cindy Ide  
**Subject:** FW: Fire staffing study committee

Timothy P. McInerney, ICMA-CM  
Town Administrator  
30 Providence Road  
Grafton, MA 01519  
p. 508-839-5335  
f. 508-839-4602  
[mcinerneyt@graffton-ma.gov](mailto:mcinerneyt@graffton-ma.gov)  
[www.graffton-ma.gov](http://www.graffton-ma.gov)

<https://www.youtube.com/watch?v=aIlz9gFiG-o&t=3s>

-----Original Message-----

**From:** Eric John <[ejeng2@verizon.net](mailto:ejeng2@verizon.net)>  
**Sent:** Wednesday, March 6, 2019 9:03 PM  
**To:** [mcinerneyt@graffton-ma.gov](mailto:mcinerneyt@graffton-ma.gov)  
**Subject:** Fire staffing study committee

Hey Tim my name is Eric John I am a firefighter on Station two. I've been a member for about 20 years would like to be considered for the staffing study committee

thanks  
Eric John

Brian L'Heureux

Cindy Ide

---

From: Tim McInerney  
Sent: Monday, April 08, 2019 10:05 AM  
To: Cindy Ide  
Subject: FW: Letter of Interest for Fire Department Study Committee

Timothy P. McInerney, ICMA-CM  
Town Administrator  
30 Providence Road  
Grafton, MA 01519  
p. 508-839-5335  
f. 508-839-4602  
[mcinerneyt@grafton-ma.gov](mailto:mcinerneyt@grafton-ma.gov)  
[www.grafton-ma.gov](http://www.grafton-ma.gov)

<https://www.youtube.com/watch?v=aIlz9gFiG-o&t=3s>

-----Original Message-----

From: 'Brian L'Heureux' via BOS <[BOSGroup@grafton-ma.gov](mailto:BOSGroup@grafton-ma.gov)>  
Sent: Saturday, April 6, 2019 1:49 PM  
To: [BOSgroup@grafton-ma.gov](mailto:BOSgroup@grafton-ma.gov)  
Subject: Letter of Interest for Fire Department Study Committee

Dear Members of the Board of Selectmen,

I am writing to express my interest in serving on the Fire Department Study Committee as a representative for Station 2. As a nine-year firefighter with a public IT management background, I would offer the committee the perspective of an active newer member, and my IT experience may be valuable given some of the data- and IT-related recommendations contained in the Staffing Study report.

I have been an active member of Station 2 since 2010. I graduated from the Massachusetts Firefighting Academy Call/Volunteer Firefighter Training Program (230 hours) in March of 2011, and received Firefighter I/II certification in May of 2011. Since that time, I have consistently attended offered department training and drills, and have also attended a number of outside training courses offered by the Massachusetts Firefighting Academy, including Motor Pump Operator (55 hours), Pumps and Hydraulics (12 hours) and NFPA Electric Vehicle Safety (7 hours).

In 2016, I volunteered my time to map the hydrants in town in our IAmResponding system so that department members can view them via cell phone and potentially eventually via apparatus-mounted tablets for better awareness when approaching scenes. In collaboration with Dave Runyan, I also work to keep the IAmResponding systems running at the stations.

In my full-time career, I have been Director of Information Technology for the Shrewsbury Public Schools since 2014. In this role, I am responsible for managing a staff of 10 and a budget of \$1.2 million. Our department manages over 6,700 devices for approximately 1,100 staff members and 6,200 students, along with related data and network infrastructure. I graduated from WPI in 2003 with a BS in Computer Science and a minor in Management Information Systems.

Thank you for your consideration. If you have any questions, feel free to contact me at (508) 839-5412 or via email at [blheureux@icloud.com](mailto:blheureux@icloud.com).

Sincerely,

## Cindy Ide

---

**From:** Tim McInerney  
**Sent:** Monday, March 04, 2019 10:03 AM  
**To:** Brian L'Heureux  
**Cc:** Cindy Ide  
**Subject:** RE: FD Committee

Ok

Thanks

Once BOS votes on charge and committee make up I am sure you will be considered

Timothy P. McInerney, ICMA-CM  
Town Administrator  
30 Providence Road  
Grafton, MA 01519  
p. 508-839-5335  
f. 508-839-4602  
[mcinerneyt@graffton-ma.gov](mailto:mcinerneyt@graffton-ma.gov)  
[www.graffton-ma.gov](http://www.graffton-ma.gov)

<https://www.youtube.com/watch?v=aIlz9gFiG-o&t=3s>

-----Original Message-----

**From:** Brian L'Heureux <[blheureux@icloud.com](mailto:blheureux@icloud.com)>  
**Sent:** Sunday, March 3, 2019 10:31 PM  
**To:** [mcinerneyt@graffton-ma.gov](mailto:mcinerneyt@graffton-ma.gov)  
**Subject:** FD Committee

Mr. McInerney,

If you're looking for less-senior FD members to serve on the FD study recommendation committee, I'd be glad to help out - I've been a member of Station 2 since 2010.

For background, my full-time job is Director of IT for the Shrewsbury Public Schools, and I worked with Dave Runyan to implement the IAmResponding system mentioned in the study for the GFD.

Thanks,  
Brian L'Heureux  
Firefighter, Station 2

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Rick Allain

4/7/19

I Captain Richard Allain would like to submit my name to be considered for appointment to the Grafton Fire Department study committee to assist in prioritizing the findings from the study as they fit to the needs of the Town of Grafton and the Fire Department.

I am currently the senior Captain serving in my 46<sup>th</sup> year, on the Grafton Fire Department. I have lived here in the town all my life. This committee will have the task of one of the biggest challenges the Town has ever had to face changing the makeup of the fire department, which has protected the Town and citizens of Grafton since the early 1800's.

I currently own and reside with my wife Celeste at 19 Ferry street , South Grafton. I am currently 61 years of age and in the last years of my career on the fire department. My full time career is as a lead teacher at J.P.Keefe Technical vocational High School in Framingham, MA.

Sincerely,

Richard L. Allain

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## **Tim McInerney**

---

**From:** Brian L'Heureux  
**Sent:** Sunday, March 3, 2019 10:31 PM  
**To:** mcinerneyt@graffon-ma.gov  
**Subject:** FD Committee

Mr. McInerney,

If you're looking for less-senior FD members to serve on the FD study recommendation committee, I'd be glad to help out - I've been a member of Station 2 since 2010.

For background, my full-time job is Director of IT for the Shrewsbury Public Schools, and I worked with Dave Runyan to implement the IAmResponding system mentioned in the study for the GFD.

Thanks,  
Brian L'Heureux  
Firefighter, Station 2

Jim Brawn

**Cindy Ide**

---

**From:** Tim McInerney  
**Sent:** Thursday, March 14, 2019 8:19 AM  
**To:** jrbrawn@verizon.net  
**Cc:** Cindy Ide  
**Subject:** RE: Staffing study

Ok

Thanks

BOS needs to adopt charge and advertise before we appoint anyone to committee  
I will keep you posted

Timothy P. McInerney, ICMA-CM  
Town Administrator  
30 Providence Road  
Grafton, MA 01519  
p. 508-839-5335  
f. 508-839-4602  
[mcinerneyt@graffton-ma.gov](mailto:mcinerneyt@graffton-ma.gov)  
[www.graffton-ma.gov](http://www.graffton-ma.gov)



@TownofGraftonMA

<https://www.youtube.com/watch?v=allz9gFiG-o&t=3s>

**From:** jrbrawn@verizon.net <jrbrawn@verizon.net>  
**Sent:** Wednesday, March 13, 2019 11:15 PM  
**To:** [mcinerneyt@graffton-ma.gov](mailto:mcinerneyt@graffton-ma.gov)  
**Subject:** Staffing study

I would like to be part of this I am a luitenant at station 2

Sent from AOL Mobile Mail  
Get the new AOL app: [mail.mobile.aol.com](http://mail.mobile.aol.com)

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Bob Egan

Cindy Ide

---

**From:** Tim McInerney  
**Sent:** Tuesday, March 05, 2019 3:13 PM  
**To:** began@rpmasiello.com  
**Subject:** RE: fire department study

Ok

Thanks the BOS is considering charge and make up tonight of committee

Timothy P. McInerney, *ICMA-CM*  
Town Administrator  
30 Providence Road  
Grafton, MA 01519  
p. 508-839-5335  
f. 508-839-4602  
[mcinerneyt@graffton-ma.gov](mailto:mcinerneyt@graffton-ma.gov)  
[www.graffton-ma.gov](http://www.graffton-ma.gov)

  @TownofGraftonMA

<https://www.youtube.com/watch?v=allz9gFiG-o&t=3s>

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**From:** Bob Egan <[began@rpmasiello.com](mailto:began@rpmasiello.com)>  
**Sent:** Tuesday, March 5, 2019 3:10 PM  
**To:** [mcinerneyt@graffton-ma.gov](mailto:mcinerneyt@graffton-ma.gov)  
**Subject:** fire department study

Good afternoon Tim,  
I am the Captain of station 2 and I am available to serve on the staffing study committee if needed.  
Thanks

| Bob Egan, Project Manager  
| 508.869.6501 | Boylston  
| 800.965.6502 | Amherst  
| Fax: 508.869.6629  
| Cell: 774.696.6809  
| [www.rpmasiello.com](http://www.rpmasiello.com)

Cindy Ide

ERIC Mathieu

**From:** cmsmailer@civicplus.com on behalf of Contact form at Town of Grafton MA  
**Sent:** Tuesday, February 26, 2019 3:43 PM  
**To:** BOSGroup@grafton-ma.gov  
**Subject:** [Town of Grafton MA] Fire Department study committee (Sent by Eric Mathieu, cbfejm@icloud.com)

Hello Town Administrator's Office,

Eric Mathieu ([cbfejm@icloud.com](mailto:cbfejm@icloud.com)) has sent you a message via your contact form (<https://www.grafton-ma.gov/user/14856/contact>) at Town of Grafton MA.

If you don't want to receive such e-mails, you can change your settings at <https://www.grafton-ma.gov/user/14856/edit>.

Message:

I would like the opportunity to serve on the Fire Department staffing study review committee. I believe my experience with Grafton Fire Department and as a full time firefighter in another community would help.

Thank you.

Eric Mathieu,  
Lieutenant Grafton Fire Department

Lieutenant

Daniel Allain

Rebecca Meekins

---

**From:** Sargon Hanna  
**Sent:** Friday, April 5, 2019 9:03 AM  
**To:** Tim McInerney; meekinsr@grafton-ma.gov  
**Subject:** Fwd: here you go

Hi guys,

I received this from a person in town who wants to be in the fire staffing study committee.

-Sargon Hanna

Begin forwarded message:

**From:** me <boston319@gmail.com>  
**Date:** April 5, 2019 at 8:40:17 AM EDT  
**To:** Sargon Hanna <hannas@grafton-ma.gov>  
**Subject:** Re: here you go

My name is Daniel Allain and I'm asking for your consideration to this committee.

- I have lived in the town of Grafton most of my life, and the future of this town is a huge part of my life.
- My upbringing has been surrounded by this towns firefighters since the day I was born, I have two uncles, two aunts, and an older cousin that are a part of this town department, so this towns fire department is literally my family.
- Over the years I have seen this fire department at its absolute most vulnerable moments, I've watched this department get hammered and beaten by a mill fire that required the aid of 14 other surrounding towns and cities, I've watched these individuals use outdated technology with applied knowledge to despite all odds get the job done.
- My current position of employment is with Johnson Controls Fire Suppression team for the majority of the New England region, this position gives me the availability to have unlimited resources and access to knowledge to gain and understand the challenges, development, and changes to the fire industry, and see first-hand some of the struggles of the fire industry family.
- My position also a lots me flexibility to change or bend my schedule around work, and puts me in direct contact with individuals that would have resources to aid the changing needs of our department.
- My love and admiration for this town and the individuals that sacrifice their lives for our well-being is my sole dedication and drive to ensure that the ones serving our town and the people of our town can do so with everything that should be and can be made available to them.

for your consideration;

Please and Thank You

Sincerely Daniel

Allain

Back to Agenda

**Dann Allain**  
**Fire Suppression Sales Representative**



Windsor CT  
401-543-6691 Cell  
[daniel.allain@jci.com](mailto:daniel.allain@jci.com)  
[www.johnsoncontrols.com](http://www.johnsoncontrols.com)

On Thu, Apr 4, 2019 at 3:26 PM Sargon Hanna <[hannas@graffton-ma.gov](mailto:hannas@graffton-ma.gov)> wrote:

Yes but we have many applicants so a little more detail about who you are and why will go a long way.

-Sargon Hanna

On Apr 4, 2019, at 1:54 PM, boston319 <[boston319@gmail.com](mailto:boston319@gmail.com)> wrote:

I want to be a member, does this count

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Sargon Hanna <[hannas@graffton-ma.gov](mailto:hannas@graffton-ma.gov)>

Date: 4/4/19 1:42 PM (GMT-05:00)

To: boston319 <[boston319@gmail.com](mailto:boston319@gmail.com)>

Subject: Re: here you go

It's open now. Just send a letter requesting to be a member.

-Sargon Hanna

On Apr 4, 2019, at 12:22 PM, boston319 <[boston319@gmail.com](mailto:boston319@gmail.com)> wrote:

Do you know when the town will open this up for people to apply for it.

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Sargon Hanna <[hannas@graffton-ma.gov](mailto:hannas@graffton-ma.gov)>

Date: 4/1/19 10:12 AM (GMT-05:00)

To: [boston319@gmail.com](mailto:boston319@gmail.com)

Subject: Fwd: here you go

Here's the info on the fire dept study committee.

Neal Aspesi

Cindy Ide

---

**From:** Kandy Lavallee  
**Sent:** Monday, February 25, 2019 4:53 PM  
**To:** Cindy Ide  
**Subject:** FW: [Town of Grafton MA] Fire Dept Master Plan Committee (Sent by Neal Aspesi , Npa1352@hotmail.com)

Hi Cindy,  
I believe this should have gone to you.  
Thank you,  
Kandy

Kandy Lavallee CMC  
Town Clerk  
Town Clerks Office  
30 Providence Road  
Grafton, MA 01519  
508-839-5335 x1122  
508-839-4602- Fax  
[LavalleeK@grafton-ma.gov](mailto:LavalleeK@grafton-ma.gov)

-----Original Message-----

**From:** [cmsmailer@civicplus.com](mailto:cmsmailer@civicplus.com) [<mailto:cmsmailer@civicplus.com>]  
**Sent:** Friday, February 22, 2019 11:00 AM  
**To:** [Clerks@grafton-ma.gov](mailto:Clerks@grafton-ma.gov)  
**Subject:** [Town of Grafton MA] Fire Dept Master Plan Committee (Sent by Neal Aspesi , Npa1352@hotmail.com)

Hello Clerks,

Neal Aspesi ([Npa1352@hotmail.com](mailto:Npa1352@hotmail.com)) has sent you a message via your contact form (<https://www.grafton-ma.gov/user/591/contact>) at Town of Grafton MA.

If you don't want to receive such e-mails, you can change your settings at <https://www.grafton-ma.gov/user/591/edit>.

Message:

Good day,

I read that the town is putting together a committee to develop future plans for the fire department based on the recent study report findings.

I would be interested in assisting as a member if there will be an opening for citizen(s).

Thank you.  
Neal Aspesi

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# Matthew Davy

---

9 Meadowbrook Road, Grafton, MA 01519 | (508) 579-3564 | mwdavy@outlook.com

**April 10, 2019**

Board of Selectmen

Town of Grafton

30 Providence Road

Grafton, MA 01519

**Dear Board of Selectmen:**

I am submitting this Letter of Interest in response to the Fire Department Study Committee Vacancy Notice. As a volunteer Firefighter/EMT-B and Fire Protection Engineer, I am uniquely qualified to serve as a member on this committee.

With 15+ years of hands-on fire department experience, including: training, grants, leadership, safety, facilities, etc. means that I understand the committee charge and details of the Fire Staffing Study Report.

**Volunteer Firefighter/EMT-B - Hyattsville Vol. Fire Dept. (2004-present)**

Firefighter/EMT-B in Prince Georges County, Maryland. The Prince George's County Fire/EMS Department (PGFD) is a combination department; and the Hyattsville Volunteer Fire Department (HVFD), within the PGFD, is a non-profit organization. I still travel and actively volunteer.

**President - Hyattsville Vol. Fire Dept. (2005-2010)**

Responsible for daily management of the fire department, including finances and grants. During this time period, the HVFD was awarded two grants from the Assistance to Firefighters Grant (AFG) program for new vehicle purchases - a heavy rescue squad and an engine/pumper.

**Fire Protection Engineer - Associate with Arup in Boston, MA (2002-present)**

PE, LEED AP BD+C, fire protection engineer with over 17 years of experience; currently Deputy PM and responsible for vertical components of the MBTA Green Line Extension (GLX) project. NFPA Technical Committee participation includes Fixed Guideway Transit and Passenger Rail Systems (Alternate member) and Health Care Occupancies (Principal member).

In addition, I voluntarily installed automatic fire sprinklers in our new single family home and understand many of the challenges with their adoption at the national, state, and local levels.

Sincerely,

*Matthew W. Davy*

**Matthew Davy**

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Skip Currier

Cindy Ide

---

**From:** Tim McInerney  
**Sent:** Tuesday, March 19, 2019 5:43 PM  
**To:** Roger Currier  
**Cc:** Cindy Ide  
**Subject:** RE: Fire Department Study Committee

We are adopting charge tonight  
We will let you know after we advertise

Timothy P. McInerney, ICMA-CM  
Town Administrator  
30 Providence Road  
Grafton, MA 01519  
p. 508-839-5335  
f. 508-839-4602  
[mcinerneyt@grafton-ma.gov](mailto:mcinerneyt@grafton-ma.gov)  
[www.grafton-ma.gov](http://www.grafton-ma.gov)



@TownofGraftonMA

<https://www.youtube.com/watch?v=allz9gFiG-o&t=3s>

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**From:** Roger Currier <[skipcurrier@charter.net](mailto:skipcurrier@charter.net)>  
**Sent:** Monday, March 18, 2019 9:49 PM  
**To:** 'Tim McInerney' <[mcinerneyt@grafton-ma.gov](mailto:mcinerneyt@grafton-ma.gov)>  
**Subject:** Fire Department Study Committee

Hi Tim:

I've heard varying reports about the make up and appointment to the above committee. I'm not sure if the time to express an interest in membership/appointment to the committee has come to a close or not.

If it's still open, I would like consideration for an appointment to the committee. I believe the 38 years I spent as a member of the department, along with 11 years give or take as a member of the Finance Committee, 12 years a member of the Board of Health and many years participation in the Nelson Memorial Park & Library trust have given me broad experience in the needs of the town as it moves into the future.

It is very important that this committee look forwards to chart and develop a course for the future of the fire department in the best interests of the town, as well as looking into the past in order to make the best of the lessons learned and learn the most from mistakes that may have been made.

Thanks,

Skip

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Peter Snow

Cindy Ide

---

**From:** cmsmailer@civicplus.com on behalf of Contact form at Town of Grafton MA  
**Sent:** Wednesday, March 06, 2019 9:31 AM  
**To:** BOSGroup@grafton-ma.gov  
**Subject:** [Town of Grafton MA] Fire Dept.Study Committee (Sent by Peter Snow, pete.snow2@verizon.net)

Hello Town Administrator's Office,

Peter Snow ([pete.snow2@verizon.net](mailto:pete.snow2@verizon.net)) has sent you a message via your contact form (<https://www.grafton-ma.gov/user/14856/contact>) at Town of Grafton MA.

If you don't want to receive such e-mails, you can change your settings at <https://www.grafton-ma.gov/user/14856/edit>.

Message:

Dear Mr.McInerney Im interested in getting on the Committee. I have 40 years years in the Fire Service 8 yrs. in Grafton 1971-1978.32 yrs. City of Worcester 1978-2010.I was a member of the Fire Station Building Committee.Also a member of Traffic Safety Committee.I feel i could be of help with my knowledge of the fire service.

Thank You. Peter Snow  
10 Jordan Terrace  
N. Grafton Ma.  
774-245-7812

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## Cindy Ide

---

**From:** Tim McInerney  
**Sent:** Monday, March 11, 2019 8:21 AM  
**To:** Jim Gallagher; jimjenthomas@hotmail.com  
**Subject:** RE: Fire Department Group

Jim once charge is set can you ask him to send an email expressing interest  
Thanks

Timothy P. McInerney, *ICMA-CM*  
Town Administrator  
30 Providence Road  
Grafton, MA 01519  
p. 508-839-5335  
f. 508-839-4602  
[mcinerneyt@graffton-ma.gov](mailto:mcinerneyt@graffton-ma.gov)  
[www.graffton-ma.gov](http://www.graffton-ma.gov)



@TownofGraftonMA

<https://www.youtube.com/watch?v=allz9gFiG-o&t=3s>

**From:** Jim Gallagher <[irishjimgal@verizon.net](mailto:irishjimgal@verizon.net)>  
**Sent:** Sunday, March 10, 2019 4:30 PM  
**To:** [mcinerneyt@graffton-ma.gov](mailto:mcinerneyt@graffton-ma.gov); [jimjenthomas@hotmail.com](mailto:jimjenthomas@hotmail.com)  
**Subject:** Fire Department Group

Tim and Jen,

I just wanted to touch base with you again. On Saturday Night when we were speaking about the upcoming group that will be appointed to discuss the future of the Grafton Fire Department I mentioned that Pete Snow would be an excellent addition to that committee.

Pete is not only a former member of the Grafton Fire Department he is also a retired Forty Year member of the Worcester Fire Department. His first-hand insight concerning this initiative would be respected by all concerned. Pete is not only a firefighting survivor he is a cancer survivor. As such he has demonstrated his grit and determination. His knowledge, skills, and abilities would be invaluable as this committee recommends a future direction for our brave men and women of the Grafton Fire Department.

Thanks for your time and your personal dedication to this initiative.

Jim Gallagher  
[irishjimgal@verizon.net](mailto:irishjimgal@verizon.net)

Ray Mead

**Cindy Ide**

---

**From:** Tim McInerney  
**Sent:** Monday, March 11, 2019 8:14 AM  
**To:** Mead, Ray  
**Cc:** Cindy Ide  
**Subject:** RE: Fire study review committee

Got it

Timothy P. McInerney, ICMA-CM  
Town Administrator  
30 Providence Road  
Grafton, MA 01519  
p. 508-839-5335  
f. 508-839-4602  
[mcinerneyt@graffton-ma.gov](mailto:mcinerneyt@graffton-ma.gov)  
[www.graffton-ma.gov](http://www.graffton-ma.gov)

  @TownofGraftonMA

<https://www.youtube.com/watch?v=allz9gFiG-o&t=3s>

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**From:** Mead, Ray <[rmead@bjs.com](mailto:rmead@bjs.com)>  
**Sent:** Monday, March 11, 2019 7:55 AM  
**To:** Tim McInerney <[mcinerneyt@graffton-ma.gov](mailto:mcinerneyt@graffton-ma.gov)>  
**Subject:** Fire study review committee

Tim,

Please consider this email my request for appointment to the Fire Study Review Committee as an At-large member. If you need anything else please let me know. Thanks

Ray

**Ray Mead**  
**Director of Construction**  
**BJ's Wholesale Club Inc**  
**25 Research Drive**  
**Westborough, MA 01581**  
**774-512-5038 Office**  
**774-535-3758 cell**

"Leaders who don't listen will eventually be surrounded by people who have nothing to say"

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#### **4 (e) NEW BUSINESS – VOTE TO SIGN ANNUAL PAVING CONTRACT**

The DPW/Engineering Departments recently solicited bids for the Annual Paving Contract. Brian Szczurko has submitted the name of JH Lynch & Sons and requests the Selectmen sign the contract with J.H. Lynch & Sons, Inc.

#### **MOTION**

I move the board vote to sign the Annual Paving contract to JH Lynch & Sons, Inc.

# TOWN OF GRAFTON<sup>1</sup>

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DATE: APRIL , 2019

This Contract is entered into on, or as of, this date by and between the Town of Grafton, 30 Providence Road, Grafton, MA 01519 (the "Town"), and

J.H. Lynch & Sons, Inc.  
18 McCracken Road  
Millbury, MA 01527

1. This is a Contract for the procurement of the following:

The Contractor shall provide all materials, labor, tools, equipment, vehicles and insurance to undertake the placing of **Asphalt Paving and Related Services** for both roadway (machine spread) and miscellaneous areas, such as, sidewalks/driveways (handwork), including work associated with: reclaiming existing pavement, cold planning, bituminous concrete berm, raising/lowering structures, the application of a tack coat and all other associated work specified in the bid. All work is to be performed under the direction of the Engineer or his designee as outlined in the bid documents for "**Paving and Related Services**".

2. The Contract price to be paid to the Contractor by the Town is as follows:

The Town shall pay the contractor for the performance of this Contract, in accordance with the prices listed on the attached Bid Quotation Form on a unit price basis.

The Contractor agrees to invoice the Highway Department or DPW in such form as the department may require. The Town shall have thirty-five (35) days after the receipt of a proper invoice in which to make payment. The Contractor agrees that no late penalty interest shall accrue for late payments except as provided by law. The Town shall withhold five percent (5%) of the invoice amount as security to cover any claims, which may arise due to unsatisfactory Work or failure to complete the Work.

3. Payment will be made as follows:

3.1 If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

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<sup>1</sup> Contract Long Form\_Services more than \$25,000.00\_NOT TO BE USED FOR ENGINEERING AND ARCHITECT CONTRACTS.

3.2 Fees and Reimbursable Costs combined shall not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00) as more fully set forth in the Contractor Documents.

3.3 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.4 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Goods/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

#### 4. Security:

- 4.1 The Contractor must provide security in the form of a 100% performance bond, 100% payment bond and 5% bid surety, conditioned upon the faithful performance of this Contract.

#### 5. Definitions:

- 5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to insure that the goods or services are complete and are as specified in the Contract.
- 5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.
- 5.3 The Contractor: The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.
- 5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.
- 5.5 Goods: Goods, Supplies, Services or Materials.

5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.

5.7 Work: The services or materials contracted for, or both.

## 6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before March 31, 2020, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract. As described above, the Town may extend the contract for two additional one year terms at the sole discretion of the Town.

## 7. Subject to Appropriation:

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

## 8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

## 9. Termination and Default:

9.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

9.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when



received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

**9.3 Default.** The following shall constitute events of a default under the Contract:

1) any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

**10. Suspension or Delay**

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

**11. The Contractor's Breach and the Town's Remedies:**

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Grafton shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

## 12. Statutory Compliance:

- 12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30B – Procurement of Goods and Services.

General Laws Chapter 30, Sec. 39, *et seq*: - Public Works Contracts.

General Laws Chapter 149, Section 44A, *et seq*: Public Buildings Contracts.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

- 12.3 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

## 13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

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#### 14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

#### 15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

15.1 As used in this section "affirmative action" means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or national origin at all stages of the employment process: recruitment, selection, placement, promotion, training, layoff and termination. It may include, but is not limited to, the following:

- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an "Equal Opportunity Employer";
- (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
- (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;
- (d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;
- (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
- (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and
- (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.

15.2 The Contractor, if applicable, shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons

without regard to race, color, religion, sex or national origin; and (b) A statement in writing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency's practices and policies do not discriminate on the basis of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.

15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.

15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.

15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall take into account the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

#### 16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

#### 17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

#### 18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Grafton unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Grafton shall be individually or personally liable on any obligation of the Town under this Contract.

21. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

- 21.1 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 21.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.

- 21.3 In any and all claims against the town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- 21.4 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

## 22. Insurance

### 22.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

### 22.2 Professional Liability Insurance

Liability of \$1 million per claim and \$2 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

### 22.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$2 Million annual aggregate for property damage and \$1 Million per person and \$2 Million per occurrence for bodily injury, which shall include the Town of Grafton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.
- d. All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. **Failure to provide the notices required in this Section or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination.** Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage's shall be maintained without

interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.

- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

### 23. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

### 24. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

### 25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.



## 26. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

## 27. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

## 28. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

## 29. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

## 30. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

## 31. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the

Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

**32. Entire Agreement:**

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

**33. Supplemental Conditions:**

If this Contract is for Construction, the following provisions will apply:

See EXIHIBITS: Completed Bid Form & Invitation for Bids, attached hereto.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK]

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

The Contractor by:

\_\_\_\_\_  
Chairman, Board of Selectmen

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name & Title

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## CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title/Authority

## CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

\_\_\_\_\_, authorized signatory for  
name of signatory

\_\_\_\_\_, whose  
name of contractor  
principal place of business is at \_\_\_\_\_,

\_\_\_\_\_ does hereby certify under the pains and penalties of perjury  
that \_\_\_\_\_ has paid all  
name of contractor

Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# CLERK'S CERTIFICATE

\_\_\_\_\_  
Action of Shareholders  
Written Consent

(Date)

The undersigned, being the Shareholders of \_\_\_\_\_, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, \_\_\_\_\_ the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Clerk of Corporation

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SEAL

## CONTRACT CHECKLIST

Initials

1. Certification of Signatures  
  - For Corporation: need President's signature or Clerk's Certificate dated no more than 2 years ago With Corporate Seal affixed (see attached form)
  - For LLC: need Manager signature or signed vote of the LLC
2. Certificate of Non-collusion
3. Insurance Certificate  
(showing Town as additional insured)
  - Matches amount of insurance required under contract
4. Certificate of Good Faith
5. Certificate of Tax Compliance
6. Signed by Contractor
  - Matches certification by Corp officer of authority.
7. Certificate of Good Standing for Corporation or Certificate of Legal Existence for LLC both from the Secretary of State

Contract Reviewed by: \_\_\_\_\_

Signature

\_\_\_\_\_  
Name, Title

# COMPLETED BID FORM

**DEPARTMENT OF PUBLIC WORKS  
TOWN OF GRAFTON**

**BID FORM  
FOR ASPHALT PAVING AND RELATED SERVICES**

This Bid is submitted in accordance with your invitation to bid for the contract work:

The Proposed bid hereunder is to provide Hot Mix Asphalt Paving and Related Services for the Town of Grafton in accordance with the specification of the bid documents

Estimated quantity: As listed hereunder

The undersigned having examined carefully the Bid Specifications, the Form of Bid, Summary of Work and Technical Specifications including all related bulletins and/or addenda promulgated, together with any and all other documents and or material found therewith, all of the foregoing collectively being referred to in this Bid, and having examined carefully and having become familiar by investigation with the various conditions which may affect the performance of the work, agrees to furnish all materials and labor in the Contract Document, to your complete satisfaction and acceptance.

**Price Adjustment For Hot Mix Asphalt Mixtures**

This price adjustment is inserted in the contract because the national and worldwide energy situation has made the future cost of liquid asphalt unpredictable. This adjustment will provide for either additional compensation to the Contractor or repayment to the municipality depending on an increase or decrease in the average price of liquid asphalt.

This provision applies to all hot mix asphalt mixtures containing liquid asphalt.

The Base Price of Liquid Asphalt on the project will be a fixed price and shall be (\$535.00) per Ton, which includes State Tax.

The price adjustment will be based on the variance in price for the Liquid Asphalt component only from the Base Price to the Period Price. It shall not include transportation or other charges.

The Period Price for Hot Mix Asphalt for a two month period (FOB Terminal) will be determined and published by the Massachusetts Highway Department ([www.mhd.state.ma.us](http://www.mhd.state.ma.us)) by averaging the prices posted at the beginning, middle, and end of each two month period by two or more suppliers.

The Contract Price of the Hot Mix Asphalt Mixture will be paid under the respective item in the contract. The price adjustment, as herein provided, upward and downward, will be made as work is performed, using the most recent previous price adjustment Item until the applicable Period Price is established.

The asphalt content for Hot Mix Asphalt Mixtures shall be 5.5% (0.055) by weight regardless of percentages established by the Job Mix Formula as described in Material Section M3.11.03 of the Standard Specification.

The Price Adjustment will be a separate payment item. It will be determined by multiplying the number of tons of Hot Mix Asphalt placed during each previous two month period by asphalt content percentage (0.055) times the variance in price between Base Price and Period Price of asphalt.

No price adjustment will be allowed beyond the completion date of the contract, unless there is an approved extension of time by the municipality.



### Price Adjustment For Hot Mix Asphalt Mixtures

This monthly fuel price adjustment is inserted in this contract because the national and worldwide energy situation has made the future cost of fuel unpredictable. This adjustment will provide for either additional compensation to the Contractor or repayment to the municipality depending on an increase or decrease in the average price of diesel fuel or gasoline.

This adjustment will be based on fuel usage factors for various items of work developed by the Highway Research Board in Circular 158, dated July 1974. These factors will be multiplied by the quantities of work done in each item during each monthly period and further multiplied by the variance in price from the Base Price to the Period Price.

The Base Price of fuel on the project will be a fixed price and shall be (\$2.426) per gallon and (\$1.962) per gallon for gasoline including State Tax.

The Base Price of Diesel Fuel and Gasoline will be the price as indicated in the Department's web site ([www.mhd.state.ma.us](http://www.mhd.state.ma.us)) for the month in which the contract was bid, which includes State Tax.

The Period Price will be the average of prices charged to the State, including State Tax for the bulk purchases made during each month.

This adjustment will be effected only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments. No adjustment will be paid for work done beyond the extended completion date of any contract.

Any adjustment (increase or decrease) to estimated quantities made to each item at the time of final payment will have the fuel price adjustment figured at the average period price for the entire term of the project for the difference of quantity. The fuel price adjustment will apply only to the following items of work at the fuel factors shown:

ITEMS COVERED	FUEL FACTORS	
	Diesel	Gasoline
Excavation: and Borrow Work: Items 120, 120.1, 121, 123, 124, 125, 127, 129.3, 140, 140.1, 141, 142, 143, 144., 150, 150.1, 151 and 151.1 (Both Factors used)	0.29 Gallons / CY.	0.15 Gallons / CY
Surfacing Work: All Items containing Hot Mix Asphalt	2.90 Gallons / Ton	Does Not Apply

Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda (if any), receipt of which is hereby acknowledged:

Addendum No.

1

Addendum Date

03/12/2019

Item No.	Item Description	Unit of Meas	Est Qty	Unit (\$)	Price	Total (\$)
120.1	Unclassified Excavation	CY	500	17.00		8,500.00
151	Gravel Borrow	CY	500	0.01		5.00
156.2	Crushed Stone for Slope Treatment	TON	250	30.00		7,500.00
201	Catch Basin	EA	10	1,600.00		16,000.00
204.48	Concrete Block Gutter Inlet	EA	5	1,000.00		5,000.00
209.1	Drop Inlet - Type DF	EA	5	1,600.00		8,000.00
220.1	Lower Structure	EA	100	0.01		1.00
220.4	Raise Structure	EA	100	375.00		37,500.00
220.5	Remodel Structure	VF	40	100.00		4,000.00
252.12	12" Corrugated Polyethylene Plastic Pipe	LF	500	25.00		12,500.00
358.1	Lower Water/Gas Gate Box	EA	50	0.01		0.50
358.2	Raise Water/Gas Gate Box	EA	50	250.00		12,500.00
403	Reclaim Base Course	SY	20000	4.10		82,000.00
415	Pavement Micromilling	SY	35000	2.00		70,000.00
440	Liquid Calcium Chloride	GAL	40000	0.01		400.00
450.22	Superpave Surface Course - 9.5	TON	3000	74.00		222,000.00
450.23	Superpave Surface Course - 12.5	TON	3000	72.00		216,000.00
450.31	Superpave Intermediate Course - 12.5	TON	5000	73.00		365,000.00
450.32	Superpave Intermediate Course - 19.0	TON	5000	69.00		345,000.00
452	Asphalt Emulsion for Tack Coat	GAL	1000	6.00		6,000.00
453	HMA Joint Sealant	LF	20000	0.01		200.00
472	Class I HMA for Hand Work	TON	200	150.00		30,000.00
482.3	Sawing Asphalt Pavement	LF	1000	0.01		10.00
570.2	HMA Curb Type-2	LF	5000	3.50		17,500.00
570.3	HMA Curb Type-3	LF	5000	3.50		17,500.00
580	Curb Removed & Reset	LF	50	35.00		1,750.00
581	Curb Inlet Removed & Reset	EA	10	0.01		0.10

715	Rural Mailbox Remove & Reset	EA	20	0.01	0.20
751	Loam Borrow	CY	500	60.00	30,000.00
765	Seeding	SY	10000	0.01	100.00
767.12	Compost Filter Tubes	FT	2000	5.00	10,000.00
851.1	Traffic Cones for Traffic Management	DAY	30	0.01	0.30
852	Safety Signing for Construction Ops	SF	300	0.01	3.00
859.1	Reflectorized Drum w/ Flasher - Type A	DD	1000	0.01	10.00
	Line Item - Total				1,524,980.10


**TOTAL FOR ALL BID ITEMS \$** 1,524,980.10

One Million Five Hundred Twenty Four Thousand Nine Hundred Eighty Dollars and Ten Cents

**IN WORDS**

Current Municipalities under Contract Worcester

The undersigned certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

  
SIGNED

03/22/2019

DATE

J.H. Lynch & Sons, Inc.

COMPANY OR FIRM

508-756-6244

TELEPHONE

18 McCracken Road, P.O. Box 319

ADDRESS

Millbury, MA 01527

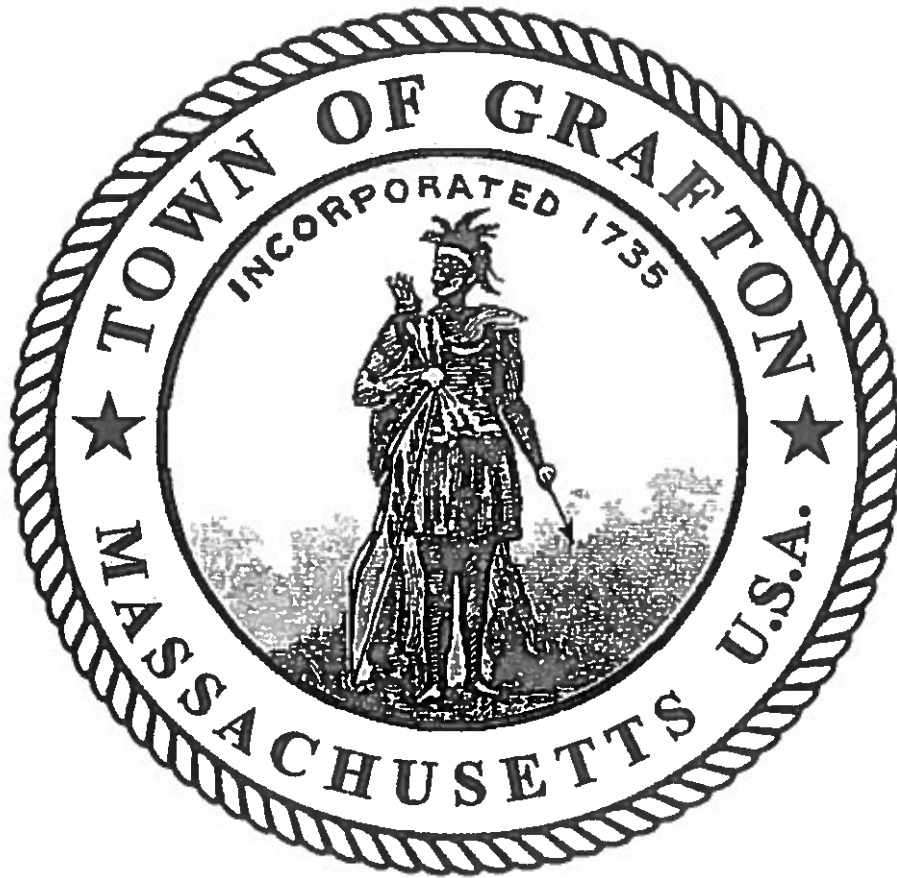
CITY/STATE/ZIP

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# INVITATION FOR BIDS

# **TOWN OF GRAFTON**

## **Department of Public Works**



### **INVITATION FOR BIDS**

#### **ASPHALT PAVING AND RELATED SERVICES**

**March 12, 2019**

**By: Brian Szczurko  
Engineer**

**For: Board of Selectmen**

**BID ADDENDUM NO. 1  
PAVING  
AND RELATED SERVICES  
March 12, 2019**

**The following corrections are hereby incorporated into bid documents. All other terms and conditions of the contract shall remain in effect and, unless specifically identified in Addendum No. 1, remain unchanged.**

**Replace the entire bid package with the one attached hereto, dated March 12, 2019.**

**The purpose of this addendum is to update the Superpave specifications that were adopted by MassDOT on February 1, 2019, and to modify the bid form to reflect the changes in nomenclature.**

**DEPARTMENT OF PUBLIC WORKS  
TOWN OF GRAFTON**

**INVITATION FOR BIDS  
PAVING AND RELATED SERVICES**

The Town of Grafton acting through its Board of Selectmen is seeking sealed bids from a qualified firm for Asphalt Paving and Related Services. Bids submitted in a sealed envelope marked "BID FOR PAVING AND RELATED SERVICES" will be received in the Public Works Office, 30 Providence Road, Grafton, MA 01519 until 11:00 AM on Friday, March 22, 2019, when all bids received will be opened and read aloud.

Specifications are available in the Department of Public Works office during normal business hours.

Bids shall be accompanied by a bid security in acceptable form as outlined in the specifications in the amount of five percent (5%) of the bid.

A Performance Bond and Labor and Materials Payment Bond in the amount of one hundred percent (100%) of the contract amount will be required.

A Mass Highway prequalification is required.

Wage rates as determined by the Commissioner of Labor and Industries under M.G.L. Chapter 149, Sections 26 to 27D shall prevail on this project.

The Board of Selectmen reserves the Right to reject any and all bids in whole or in part and to accept the bid it deems to be in the best interest of the Town pursuant to M.G.L. Chapter 30, Section 39M.

Timothy P. McInerney  
Town Administrator

Publish in the Grafton News  
February 13, 2019

Publish in Central Register  
February 13, 2019

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**DEPARTMENT OF PUBLIC WORKS  
TOWN OF GRAFTON**

**SPECIFICATIONS AND SUMMARY OF WORK  
PAVING AND RELATED SERVICES**

**1. GENERAL**

The Town of Grafton is seeking the services of a contractor/bidder to provide HMA Paving and Related Services along various roadways as outlined in the Specifications and Summary of Work, General Conditions, and Supplementary Conditions for the period beginning April 2019 through March 2020.

The bidder shall supply all labor, equipment, vehicles, tools, insurance and materials to provide HMA paving services in accordance with the following documents and specifications.

**2. BID FORMS**

In order to receive consideration, all bidders shall make their bids in strict accordance with the following:

A. All bids shall be on the forms provided and properly executed. The Bidders shall neither change the wording of the Bid Form nor add words to the wording of the Bid Form. Unauthorized conditions, limitations or provisions shall be cause for rejection of the proposal. Alterations by erasure or interlineations must be explained or noted in the bid over the signature of the bidder.

B. No telegraphic bid or telegraphic modification of the bid shall be considered. No bids received after the time fixed for receiving them shall be considered. Late bids shall be returned to the sender unopened.

C. Each bid shall be addressed to the Town of Grafton and shall be delivered to the address given in the Notice to Contractors on or before the day and hour set for the opening of bids. Each bid shall be enclosed in a sealed envelope plainly marked "BID FOR PAVING AND RELATED SERVICES", the name of the bidder and the date and hour of the bid opening. It is the sole responsibility of the bidder to see that his bid is received on time.

**3. BID BONDS**

In accordance with M.G.L. Chapter 30, Section 39M, every bid shall be accompanied by a bid deposit in the form of a bid bond, or cash, or certified check issued by a responsible bank or trust company payable to the awarding authority. Such bid deposit shall be in the amount not less than five percent (5%) of the value of the total bid.

**4. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT**

The successful bidder, upon failure or refusal to execute and deliver the contract and bonds required within ten (10) days after receipt of notice of the acceptance of the bid, shall forfeit to the Town of Grafton, as liquidated damages for such failure or refusal, the security deposited with the bid.

**5. OTHER BONDS**

Prior to signing the Contract, the Town will require, a Performance Bond and Labor and Materials Payment Bond for One Hundred percent (100%) of the Contract.

**6. REPRESENTATION**

Each bidder, by making a bid, represents that:

- a. He has read and understands the bid documents and the bid is made in strict accordance therewith.
- b. He has visited the site and is fully familiar with the local conditions under which the work has to be performed.



c. Failure to so examine the bid documents and the site shall not relieve the bidder from any obligation under the resulting contract.

## **7. CONTRACT AWARD**

Bids will be awarded to the responsible and responsive bidder who offers the best price. Sample contract documents are enclosed. The Board of Selectmen reserves the right to accept or reject any or all bids, to waive any informality or to accept any bid in whole or in part that is deemed in the best interest of the Town of Grafton, and also reserves the right to reject any bid that contains a unit price which is unduly high or low (i.e. "pennied") as unbalanced, and thereby affect the total cost proposal of this Contract. The Town of Grafton will not be bound by quantity estimates which are for purpose of pricing only.

The bidder shall declare that he carefully examined the Bid specifications for Asphalt Paving and that the bidder proposes and agrees to enter into a written contract with the Town to provide the materials, labor and equipment in accordance with these specifications.

The Town shall have the right to terminate the services of the successful bidder at any time during the period of the proposed contract for any reason with thirty days notice. The Town shall be responsible for any bills owed to the successful bidder only until the date of termination and only for satisfactory delivery of materials, labor and equipment and shall not be responsible for any additional fee or charges.

The Town shall have the right to purchase any supplies via the State bid list or another bid if available if said prices are lower than offered by the successful bidder.

## **8. ADDITIONAL PROVISIONS**

The Contractor shall note the following provisions and/or documents:

### **8.1 Sample Contract Form**

8.2 Massachusetts General Laws - Chapter 30, Section 39F (4 Pages), §39G (3 Pages), §39K (2 Pages), §39L (1 Page), §39M (2 Pages), §39N (1 Page), §39O (2 Pages), §39P (1 Page), §39R (4 Pages), Chapter 82, §40 (2 Pages)

8.3. A contractor should list prices for Hot Mix Asphalt Paving and Related Services as specified on Bid Form.

8.4. A contractor shall verify, after completion of work, the exact quantities of materials used.

8.5. All material or services will be purchased on an as needed basis. A contractor shall not establish any minimum order requirement. Deliveries shall be made within five (5) business days from receipt of the order.

8.6. Each contractor shall name a contract representative to handle purchases, billing, delivery and customer service.

8.7. No substitutes will be accepted unless the successful contractor receives approval in writing from the Town.

8.8. Subject to prevailing wage rates as set by the Commonwealth of Mass. Department of Public Safety, General Laws Chapter 149, sections 26 - 27H., Sections 26 to 27H are applicable to this contract. Certified weekly payroll shall be submitted to the Town for all labor costs along with request for payment.

## **9. MASSACHUSETTS HIGHWAY DEPARTMENT PREQUALIFICATION IS REQUIRED**

On this project in accordance with M.G.L. Chapter 29, Section 8B and 720 CMR 5.01 et. seq., all bidders must contact the Contract Engineer's Office located in Room 7551, 10 Park Plaza, Boston, MA (telephone (617) 973-7620/973-7621) to receive any necessary certifications or other documents. All Bidders must be pre-qualified prior to receiving this proposal.

**DEPARTMENT OF PUBLIC WORKS  
TOWN OF GRAFTON**

**GENERAL CONDITIONS  
PAVING AND RELATED SERVICES**

**ARTICLE 1 - GENERAL**

It is the intent of these Contract Documents to provide a uniform basis for selecting a contractor to furnish the Town of Grafton with the service as outlined in general in the Notice to Contractors, as described in detail in the Supplementary Conditions and Specifications and as listed in accordance with the Bid Form.

**ARTICLE 2 - MATERIALS**

All materials and/or work shall conform, where applicable, to the requirements of The Commonwealth of Massachusetts, Department of Public Works *Standard Specifications For Highways And Bridges (1988)*, and any subsequent supplements, MassDOT *Construction Standard Details (October 2017)*, AND the Supplementary Conditions and Specifications.

**ARTICLE 3- SAVING CLAUSE**

The contractor shall not be liable for delays or failure due to causes beyond his reasonable control including: Acts of God, war, fires, strikes, embargo etc., PROVIDED THAT within five (5) working days after such occurrence, the Contractor gives written explanation of the cause. The Town Administrator shall then ascertain the facts and extent of the delay and/or failure, and his findings of the facts thereon shall be final and conclusive.

**ARTICLE 4 - BID QUANTITY**

The quantities of work described in the bid package are estimated quantities, provided for the purposes of establishing a bid bond value. Actual quantities may vary more or less than the estimated amount. Actual usage is dependent on the availability of funding:

**ARTICLE 5 - PERFORMANCE**

It is the intention of the Town not to award a contract for work under this or any other proposal if the bidder cannot furnish satisfactory evidence that he has the ability and experience to perform this class of work and that he has sufficient capital and equipment to enable him to prosecute the work successfully and to complete it within the time named in the contract.

Manufacturer's certificate of material compliance will be furnished to the Engineer certifying conformance to the above material specifications.

All work done under this contract shall be in conformance with the Massachusetts Highway Department STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES dated 1988 and any subsequent supplements, MASSDOT CONSTRUCTION STANDARD DETAILS dated October 2017, the latest edition of the MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, the General Conditions; and the Supplementary Conditions and Specifications.

**ARTICLE 6 - PROSECUTION OF WORK AND PROVISION FOR TRAVEL**

Prior to starting any work under this contract, the Contractor shall submit a schedule of operations as provided in MHD Standard Specifications, Subsection 8.02. The Contractor shall so schedule his operations, to cause the least interruption to the normal flow of traffic.

The Contractor shall be responsible for any damages caused by the failure of any signs, barricades, or other safety devices. He shall also be responsible for any damage to the work itself, due to the failure of any traffic control device intended to protect construction items from the public.

It shall be the Contractor's responsibility to obtain any necessary permits in relation thereto. The Contractor is responsible for obtaining and keeping up to date Dig Safe numbers for the site. The Contractor is also responsible for all applicable Town permits necessary to perform the work.

Passage for traffic and pedestrians shall be made safe and convenient. Particular care shall be exercised to establish and maintain such methods and procedures as will not create hazards of an unusual nature.

#### **ARTICLE 7 - WORK SCHEDULE**

Work on this project is restricted to a normal eight (8) hour day, five (5) day week, with the prime contractor and all subcontractors working on the same shift. No work shall be performed on this contract on Saturdays, Sundays, or holidays. Work will not be allowed the day before or the day after a long weekend which involved a holiday without prior approval by the Town. Any proposed modifications to this work schedule must have prior approval of the Engineer.

The Contractor shall give notice to the Town at least seventy-two (72) hours in advance of beginning any work affecting the maintenance of the traffic.

It is the responsibility of the Contractor to arrange for police details for the protection of the public and the construction sites. Details can be arranged with the Town of Grafton Police Department by calling the detail officer at least forty-eight (48) hours in advance of any detail needs.

#### **ARTICLE 8 - NOTICE TO OWNERS OF UTILITIES**

Written notice shall be given by the Contractor to all public service corporations or officials owning or having charge of publicly or privately owned utilities of his intention to commence operations affecting such utilities at least one (1) week in advance of the commencement of such operations, and the Contractor shall at that time file a copy of such notice with the Town.

Before the Contractor begins any work or operations, which might damage any subsurface structures, he shall carefully locate all such structures and conduct his operations to avoid any damage to them.

#### **ARTICLE 9 - PROTECTION OF UNDERGROUND FACILITIES**

The Contractor's attention is directed to the necessity of making his own investigation in order to assure that no damage to existing structures, drainage line, traffic signal conduits, etc., will occur.

The Contractor shall notify "Massachusetts DIG SAFE" and procure a DIG SAFE number for each location prior to disturbing existing ground in any way.

"DIG SAFE" Call Center 1-888-344-7233

#### **ARTICLE 10 - RESTORATION OF WORK AREAS**

Unless otherwise directed by the Engineer or his designee, the Contractor shall be responsible for restoring the work areas to conditions equivalent to the original condition once the work is completed. Restored portions of the project shall be completed in accordance with applicable Mass Highway specifications or those included in the contract documents. "Backing up" berm and regrading shoulders with suitable material where vertical/horizontal geometry of the roadway has not been altered will be the responsibility of the contractor and shall be reflected in the cost per linear foot or square yard of the respective items. The cost for restoration will be included in the applicable items and no additional cost for restoration will be allowed.

#### **ARTICLE 11 - MAINTAIN SERVICE TO EXISTING USERS**

All damages resulting from utility interruptions related to the work are the responsibility of the contractor and it is the sole responsibility of the contractor to restore utilities at the contractor's cost.

#### **ARTICLE 12 - DISPOSAL OF SURPLUS EXCAVATION MATERIAL**

Surplus materials obtained from any type of excavation, and not needed for further use as determined by the Engineer or his designee shall become the property of the Contractor and shall be disposed of by him outside the job location subject to the regulations and requirement of local authorities governing the disposal of such materials. Reclaim activities will likely result in excess material in need of disposal and should be reflected in the unit price for Item 120.1 – Unclassified Excavation.

#### **ARTICLE 13 - INSURANCE**

The limits for the various types of insurance required shall not be less than:

- A. For liability for bodily injury, including accidental death \$1,000,000 for any one person and subject to the same limit for each person, \$2,000,000 on account of one occurrence.
- B. For liability for property damage other than that caused by operation of motor vehicles, \$1,000,000 on account of one occurrence and \$2,000,000 on account of all occurrences.
- C. For property damage covering the operation of motor vehicles, not less than \$300,000.
- D. For Contractual Liability, the amounts required under A and B above.
- E. For Worker's Compensation, as required by the Laws of the Commonwealth of Massachusetts.
- F. Provide coverage for blasting if required for performance of the work.

#### **ARTICLE 14 - SUBSTITUTIONS**

Any item or material requested in these Specifications by brand name shall be provided by the Contractor unless the Contractor can provide another item of material equal to that named or described in said Specifications.

Any mention of a specific brand name shall be interpreted in these Specifications as "Brand Name or Equal" whether stated in these Specifications or not.

The phrase, "Or Equal" shall be interpreted to mean in quality and integral properties and similar design. No substitutions for any item listed in these Specifications shall be accepted unless approved in writing by the Town of Grafton.

#### **ARTICLE 15 - REGISTRATION OF OWNERSHIP**

All equipment shall be properly registered and insured in accordance with the Motor Vehicle Laws of the Commonwealth of Massachusetts. The successful bidder shall have proof of ownership or lease agreement for the equipment required to fulfill the contract.

#### **ARTICLE 16 - TRAFFIC CONTROL**

Traffic control and sign placement is the responsibility of the contractor and shall comply with the applicable sections of Part VI of the *Manual on Uniform Traffic Control Devices (MUTCD)* and the MassHighway Standard Details and Drawings for the Development of Traffic Management Plans.

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# LOCATION OF WORK

<u>Street Name</u>	<u>From</u>	<u>To</u>	<u>Length</u>	<u>Width</u>	<u>Area</u>
BERNARD PATH	LOGAN RD	DEAD END	659	20	13180
BERNARD ROAD	HARRIS RD	LOGAN RD	1330	23	30590
CARROLL AVE	CARROLL RD	DEAD END	789	20	15780
CLARK ROAD	BERNARD RD	STOWELL RD	194	23	4462
COUNTRYSIDE ROAD	CARROLL RD	COUNTRYSIDE DR (LOOP)	3417	30	102510
HARRIS ROAD	WORCESTER ST	BERNARD RD	346	24	8304
HILL ROAD	BERNARD RD	USHER RD	334	24	8016
KAYE CIRCLE	EAST ST	KAYE CIR (LOOP)	1799	24	43176
LOGAN PATH	HITCHINGS RD	DEAD END	547	18	9846
LOGAN ROAD	BERNARD RD	HITCHINGS RD	557	22	12254
MILFORD ROAD	PROVIDENCE RD	BAYFARM LA	3150	30	94500
MILFORD ROAD	BAYFARM LA	SEAVAR FARM LA	2001	30	60030
MILFORD ROAD	SEAVAR FARM LA	TOWN LINE	2274	26	59124
SOUTH STREET	UPTON ST	1000' S OF UPTON ST	1000	24	24000
SOUTH STREET	1000' S OF UPTON ST	220' N OF BRUCE ST	1000	25	25000
STOWELL ROAD	CLARK RD	HILL RD	680	20	13600
USHER ROAD	50' N OF HILL RD	LOGAN RD	542	24	13010

**DEPARTMENT OF PUBLIC WORKS  
TOWN OF GRAFTON**

**SUPPLEMENTARY CONDITIONS AND SPECIFICATIONS  
FOR ASPHALT PAVING AND RELATED SERVICES**

- A. The General Conditions, Articles 1 through 16 inclusive, are a part of the contract.
- B. Materials supplied must meet The Commonwealth of Massachusetts, Department of Public Works *Standard Specifications for Highway and Bridges (1988)* hereinafter "Standard Specification", where applicable and any subsequent supplements.
- C. Unless otherwise stated, prices shall be considered firm for the contract period.
- D. Materials and Construction Methods shall conform to the relevant provisions of Section 100, Section 200, Section 400, and Section 700 of the *Standard Specifications for Highway and Bridges (1988)* any subsequent supplements.

**SPECIFICATIONS**

**1. SCOPE OF WORK**

The Town is seeking the services of a contractor/bidder to provide Asphalt Paving and Related Services as outlined in the General Conditions and the Supplementary Conditions and Specifications to the Department of Public Works on various town roads for the period beginning April 2019 and ending March 2020.

The work covered by this section of the specification consists of furnishing all plant, labor, equipment and materials necessary to perform all operations in connection with roadway reconstruction and resurfacing. All work is to be performed under the direction of the Engineer or his designee.

The contractor shall supply the necessary equipment to provide Asphalt Paving and Related Services during this contract period. **Contract work shall start within fifteen (15) business days from the date the Town issues a notice to commence work.**

- 1. A contractor should list prices for Asphalt Paving and Related Services as specified on Bid Form.
- 2. The contractor shall verify in conjunction with the Town, after completion of work, the exact quantities of appropriate item completed.
- 3. A contractor shall not establish any minimum order requirement.
- 4. Each contractor shall name a representative to handle service, billing, delivery and ordering problems.
- 5. No substitutes will be accepted unless the successful contractor receives approval in writing from the Town.
- 6. Subject to prevailing wage rates as set by the Commonwealth of Mass. Department of Public Safety, General Laws Chapter 149, section 26 - 27H.

**2. GENERAL**

The work covered by this section of the specification consists of furnishing all labor, equipment, and materials necessary to perform all operations in connection with placing HMA Pavement for both roadway (machine spread) and miscellaneous areas, such as, sidewalks/driveways (handwork), including work associated with reclaiming the existing pavement, cold planning, bituminous concrete berm, raising/lowering structures, and the application of a tack coat. All work is to be performed under the direction of the Engineer or his designee.

It is the intent of the Town to seek proposals for the paving of various local roads in the Town of Grafton. Estimated quantity of asphalt is approximately 15,000 tons. The Contractor shall be able to provide a daily minimum output of 2,300

tons of bituminous concrete from a single plant, and sufficient number of trucks for a continuous non-stop paving operation. In addition, the contractor shall provide sufficient number of trucks at all times for continuous feeding of the paver and not allow for idle or wait time of longer than five minutes in the paving operation. Any idle time in excess of five minutes, the contractor will be back-charged for excess time above the allotted time for expenses incurred by the Town for on-site inspectional, DPW and police detail personnel, except in a condition generated by a plant breakdown or major accident resulting in traffic backups on routes from the plant to the job site.

The paver shall operate, while the bituminous mixture is being spread, at a speed, which will produce a uniform surface texture free of any rippling or unevenness. Paving speeds in no case shall exceed 60 feet per minute. The Town inspector may reduce the speeds of paving and/or rolling operations when in his opinion the finished surface appears open in texture or other defects. Sequence of rolling operation shall include three stages: a) Breakdown Rolling, b) Intermediate Rolling, and c) Finish Rolling.

#### **INCIDENTAL PAVING**

**Sidewalks/Driveways** – Works to consist of an intermediate and top course for sidewalks of various widths and lengths. The areas will be rough graded with the final grading and preparation the responsibility of the contractor. The intermediate course shall consist of a 2" thick mat; with the top to be a 1.5" mat, final thickness.

**Berm** - Work is to consist of the installation of either HMA Curb Type-2 or Type-3, as authorized by the Engineer. Areas will be roughly graded and/or prepared with the final grading the responsibility of the contractor. Berm is to be formed via mechanical means except where authorized by the Engineer.

#### **LIMITED LEVELING**

Work to consist of base leveling course paving of street surfaces of various widths and lengths. Leveling course is to be applied via paver to a thickness approved by the Engineer.

#### **TACK COAT**

When it is required that the existing hardened surface shall be utilized as a base for the new pavement, a coat of bituminous material of the kind and grade as specified shall be uniformly applied by mechanical means to the present surface, at the rate of application of 0.06 – 0.09 gal/s.y. as directed by the Engineer.

The existing surface shall be cleaned of all foreign matter and loose material and shall be dry before the tack coat is placed.

#### **LOWER STRUCTURES**

Excavate and remove casting and covers, plate off MH/CB/utility structure openings with minimum 42-inch square plates. Unit Price to include all labor, materials and include disposal of excess material removed from excavation(s). Additional gravel to be placed by Contractor, up to existing grade, to provide safe passage for pedestrians, vehicles, etc. shall be included in the unit price. The Contractor shall be responsible for the field location of all structures and relocation prior to paving.

#### **RAISE STRUCTURES**

Field locate all structures and raise to finish grade after binder is laid. Pricing shall include any needed adjustments 12 inches below casting. Only "sewer brick" is to be used to adjust structures. Where water boxes are disturbed, the contractor shall have sufficient means to clean the shaft for access to the gate below, after adjustment. It is the contractor's responsibility to replace gate boxes damaged during adjustment activities, with no compensation therefore.

#### **REMODEL STRUCTURES**

Rebuild drainage/sewer manholes and catch basins as required under direction of the Engineer.

#### **CATCH BASIN**

All catch basins shall be either precast units or cement concrete blocks with deep - four foot – sumps, and hoods conforming to Section 201 of Mass Highway Standard Specifications for Highways and Bridges. Castings are to be East Jordan Iron Works (formerly LeBaron) LF248-2-000 Standard Catch Basin Frame and L24SG01-000 Standard Grate, or

approved equal. Castings are considered part of the structure, complete and in place. No separate payment will be made for castings.

#### **GUTTER INLET**

Gutter inlets, where required, shall be constructed according to Drawing Number E 204.2.0 of the October 2017 MassDOT Construction Standard Details, except that the castings shall be East Jordan Iron Works (formerly LeBaron) LV2448-2-000 Type V Catch Basin Frame and L24SG01-000 Standard Grate, or approved equal. Castings are considered part of the structure, complete and in place. No separate payment will be made for castings.

#### **SAWING ASPHALT PAVEMENT**

Existing pavement shall be mechanically cut or saw cut in a workmanlike manner to provide a neat, straight, vertical edge.

#### **12-INCH CORRUGATED PLASTIC POLYETHYLENE PIPE**

Work under this item shall conform to the relevant portions of Section 230 of Mass Highway Standard Specifications for Highways and Bridges, the Mass Highway Construction and Standard Details and the contract drawings, if any.

Backfilling requirements shall conform to the provisions of MHD Standard Specification Section 150 and manufacturers specifications.

### **3. MATERIALS**

All materials and/or work shall conform to the requirements of The Commonwealth of Massachusetts, Department of Public Works *Standard Specifications for Highways and Bridges (1988)*, where applicable, and any subsequent supplements; the MassDOT *Construction Standard Details (October 2017)*, and these Specifications.

**PAVING, RECLAMATION, PAVEMENT MICROMILLING** - Work shall conform to the relevant provisions of applicable sections of the Standard Specifications. The HMA pavement shall be in accordance with Section 450 – HMA Pavement and Section M3 – Asphaltic Materials.

**TACK COAT** - The tack coat shall conform to Subsection 452 Asphalt Emulsion for Tack Coat and be applied at the rate of 0.05 – 0.09 gallons per square yard, as directed by the Engineer.

**PGAB** – The PGAB Grade selected for this contract is PG 64-28.

**RAP**- The proportion of Reclaimed Asphalt Pavement (RAP) to virgin aggregate for base course mixtures and intermediate course mixtures shall be limited to a maximum of 25% for drum mix plants and 20% for modified batch plants. The maximum amount of RAP for all surface course mixtures shall be 15%.

### **4. EQUIPMENT**

The pavers employed for this project shall operate by use of a non-contact sensing grid for automated operation of a joint matcher for joints, and an automatic grade control device for longitudinal and transverse grades. The paver shall be equipped with a control system capable of automatically maintaining the specified screed elevation. The control system shall be automatically actuated from either ultra-sonic or laser sensor mechanisms and will maintain the paver screed at the predetermined transverse slope and at the proper elevation to obtain the required surface. The transverse slope controller shall be capable of maintaining the screed at the desired slope within plus or minus 0.1 percent. The equipment used in the performance of the work required by the specification of this contract shall be maintained in a satisfactory working condition at all times and shall be subject to the Town's inspection.

### **5. WORKMANSHIP**

All workmanship shall be of the highest quality. Any workmanship determined to be below the high standards of the specific craft involved will not be accepted, and will be corrected and/or replaced as required by the Engineer or his designee.

### **6. INSPECTION**

The contractor/bidder shall submit to the Department of Public Works, daily reports and tonnage slips indicating street



names and the number of Tons of Asphalt placed. The Town will inspect the paving operation per the requirements of The Commonwealth of Massachusetts, Department of Public Works *Standard Specifications for Highway and Bridges (1988)*, where applicable, and any subsequent supplements; and if the work is deemed unsatisfactory per Section 450 (provided herewith), the contractor shall remove and replace the Asphalt pavement at no cost to the Town.

## **7. OBLIGATIONS OF THE TOWN**

The Town will provide and maintain adequate disposal sites when available. The Town will provide storage space at the Town's DPW facility for equipment. However, it will not assume liability for any damage incurred.

## **8. OBLIGATIONS OF THE CONTRACTOR**

A. The Contractor shall maintain the program as agreed upon schedule subject to severe weather conditions. The Contractor shall have sufficient backup equipment available to him in the event of breakdowns. The Contractor shall have a supervisor or foreman available to direct operations and report to the Engineer or his designee any problems and progress.

B. Nothing contained herein shall be construed as relieving the Contractor of any of his responsibilities for protection of persons and property under the terms of the Contract.

C. During construction activities, the Contractor shall furnish, position, reposition, maintain and remove as needed, and/or as directed by the Engineer or his designee: traffic cones, reflectorized barrels with warning lights and regulatory, warning and guide signs together with their supports, for the safety of the crew and the public alike. All traffic control devices shall conform to the most recent edition of the *Manual on Uniform Traffic Control Devices (MUTCD)*. The above-mentioned traffic control devices shall not be measured for payment when required for safety. Payment for such traffic control devices shall be considered incidental to the successful completion of the work of this contract.

D. The contractor shall declare that the contractor carefully examined the Bid specifications and that the contractor agrees to enter into a written contract with the Town to provide the labor and equipment in accordance with these specifications.

## **8. METHOD OF MEASUREMENT**

Bituminous Concrete shall be measured by the ton and shall be the actual verified tonnage, complete in place and approved. Only sworn weight slips that have been properly counter signed by the inspector shall determine the quantity. Regardless of weight slips, the maximum quantity to be paid shall be determined not to exceed the calculated theoretical maximum yield plus an additional 10%.

All other bid items will be measured and paid for as specified in the MassDOT Standard Specifications, the General Conditions and/or these Supplementary Conditions and Specifications.

Invoices submitted for payment must be accompanied by a daily worksheet indicating the date, location and work performed including quantities, as well as hard copies of QC Inspection Report Forms.

## **9. PAYMENT**

Monthly payments shall be made on requisitions submitted within thirty (30) business days following the month during which the work was performed. Retainage of 5% shall be withheld until the work is completed. Release of all retainage shall be made within 60 days after final completion and upon acceptance of the work by the Town.

## **10. LIQUIDATED DAMAGES**

In case the Contractor fails to commence Work on or before the start date as duly extended by written certification of the Engineer, the Contractor agrees that the Owner shall deduct from the payments due the Contractor each month, the sum of Two Hundred Fifty dollars (\$250.00) for each calendar day of delay, which sum is agreed upon not as a penalty but as fixed and liquidated damages for each day of such delay. If the payments due the Contractor are less than the amount of such liquidated damages, said damages shall be deducted from any other monies due or to become due the Contractor, and, in case such damages shall exceed the amount of all monies due or to become due the Contractor, the Contractor or his Surety shall pay the balance to the Owner.

**DEPARTMENT OF PUBLIC WORKS  
TOWN OF GRAFTON**

**BID FORM  
FOR ASPHALT PAVING AND RELATED SERVICES**

This Bid is submitted in accordance with your invitation to bid for the contract work:

The Proposed bid hereunder is to provide Hot Mix Asphalt Paving and Related Services for the Town of Grafton in accordance with the specification of the bid documents

Estimated quantity: As listed hereunder

The undersigned having examined carefully the Bid Specifications, the Form of Bid, Summary of Work and Technical Specifications including all related bulletins and/or addenda promulgated, together with any and all other documents and or material found therewith, all of the foregoing collectively being referred to in this Bid, and having examined carefully and having become familiar by investigation with the various conditions which may affect the performance of the work, agrees to furnish all materials and labor in the Contract Document, to your complete satisfaction and acceptance.

**Price Adjustment For Hot Mix Asphalt Mixtures**

This price adjustment is inserted in the contract because the national and worldwide energy situation has made the future cost of liquid asphalt unpredictable. This adjustment will provide for either additional compensation to the Contractor or repayment to the municipality depending on an increase or decrease in the average price of liquid asphalt.

This provision applies to all hot mix asphalt mixtures containing liquid asphalt.

The Base Price of Liquid Asphalt on the project will be a fixed price and shall be ( \_\_\_\_\_ ) per Ton, which includes State Tax.

The price adjustment will be based on the variance in price for the Liquid Asphalt component only from the Base Price to the Period Price. It shall not include transportation or other charges.

The Period Price for Hot Mix Asphalt for a two month period (FOB Terminal) will be determined and published by the Massachusetts Highway Department ([www.mhd.state.ma.us](http://www.mhd.state.ma.us)) by averaging the prices posted at the beginning, middle, and end of each two month period by two or more suppliers.

The Contract Price of the Hot Mix Asphalt Mixture will be paid under the respective item in the contract. The price adjustment, as herein provided, upward and downward, will be made as work is performed, using the most recent previous price adjustment Item until the applicable Period Price is established.

The asphalt content for Hot Mix Asphalt Mixtures shall be 5.5% (0.055) by weight regardless of percentages established by the Job Mix Formula as described in Material Section M3.11.03 of the Standard Specification.

The Price Adjustment will be a separate payment item. It will be determined by multiplying the number of tons of Hot Mix Asphalt placed during each previous two month period by asphalt content percentage (0.055) times the variance in price between Base Price and Period Price of asphalt.

No price adjustment will be allowed beyond the completion date of the contract, unless there is an approved extension of time by the municipality.

### Price Adjustment For Hot Mix Asphalt Mixtures

This monthly fuel price adjustment is inserted in this contract because the national and worldwide energy situation has made the future cost of fuel unpredictable. This adjustment will provide for either additional compensation to the Contractor or repayment to the municipality depending on an increase or decrease in the average price of diesel fuel or gasoline.

This adjustment will be based on fuel usage factors for various items of work developed by the Highway Research Board in Circular 158, dated July 1974. These factors will be multiplied by the quantities of work done in each item during each monthly period and further multiplied by the variance in price from the Base Price to the Period Price.

The Base Price of fuel on the project will be a fixed price and shall be ( ) per gallon and ( ) per gallon for gasoline including State Tax.

The Base Price of Diesel Fuel and Gasoline will be the price as indicated in the Department's web site ([www.mhd.state.ma.us](http://www.mhd.state.ma.us)) for the month in which the contract was bid, which includes State Tax.

The Period Price will be the average of prices charged to the State, including State Tax for the bulk purchases made during each month.

This adjustment will be effected only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments. No adjustment will be paid for work done beyond the extended completion date of any contract.

Any adjustment (increase or decrease) to estimated quantities made to each item at the time of final payment will have the fuel price adjustment figured at the average period price for the entire term of the project for the difference of quantity. The fuel price adjustment will apply only to the following items of work at the fuel factors shown:

ITEMS COVERED	FUEL FACTORS	
	Diesel	Gasoline
Excavation: and Borrow Work: Items 120, 120.1, 121, 123, 124, 125, 127, 129.3, 140, 140.1, 141, 142, 143, 144., 150, 150.1, 151 and 151.1 (Both Factors used)	0.29 Gallons / CY.	0.15 Gallons / CY
Surfacing Work: All Items containing Hot Mix Asphalt	2.90 Gallons / Ton	Does Not Apply

Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda (if any), receipt of which is hereby acknowledged:

Addendum No.

Addendum Date

\_\_\_\_\_

\_\_\_\_\_

Item No.	Item Description	Unit of Meas	Est Qty	Unit (\$)	Price	Total (\$)
120.1	Unclassified Excavation	CY	500			
151	Gravel Borrow	CY	500			
158.2	Crushed Stone for Slope Treatment	TON	250			
201	Catch Basin	EA	10			
204.48	Concrete Block Gutter Inlet	EA	5			
209.1	Drop Inlet - Type DF	EA	5			
220.1	Lower Structure	EA	100			
220.4	Raise Structure	EA	100			
220.5	Remodel Structure	VF	40			
252.12	12" Corrugated Polyethylene Plastic Pipe	LF	500			
358.1	Lower Water/Gas Gate Box	EA	50			
358.2	Raise Water/Gas Gate Box	EA	50			
403	Reclaim Base Course	SY	20000			
415	Pavement Micromilling	SY	35000			
440	Liquid Calcium Chloride	GAL	40000			
450.22	Superpave Surface Course - 9.5	TON	3000			
450.23	Superpave Surface Course - 12.5	TON	3000			
450.31	Superpave Intermediate Course - 12.5	TON	5000			
450.32	Superpave Intermediate Course - 19.0	TON	5000			
452	Asphalt Emulsion for Tack Coat	GAL	1000			
453	HMA Joint Sealant	LF	20000			
472	Class I HMA for Hand Work	TON	200			
482.3	Sawing Asphalt Pavement	LF	1000			
570.2	HMA Curb Type-2	LF	5000			
570.3	HMA Curb Type-3	LF	5000			
580	Curb Removed & Reset	LF	50			
581	Curb Inlet Removed & Reset	EA	10			

715	Rural Mailbox Remove & Reset	EA	20		
751	Loam Borrow	CY	500		
765	Seeding	SY	10000		
767.12	Compost Filter Tubes	FT	2000		
851.1	Traffic Cones for Traffic Management	DAY	30		
852	Safety Signing for Construction Ops	SF	300		
859.1	Reflectorized Drum w/ Flasher - Type A	DD	1000		
	Line Item - Total				

TOTAL FOR ALL BID ITEMS \$ \_\_\_\_\_

IN WORDS \_\_\_\_\_

Current Municipalities under Contract \_\_\_\_\_

The undersigned certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

\_\_\_\_\_  
SIGNED

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMPANY OR FIRM

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY/STATE/ZIP

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#### **4 (f) NEW BUSINESS – GRAFTON SUSTAINABILITY COMMISSION**

The board will continue their discussions relative to the creation of a sustainability commission. The charge and membership will be reviewed/discussed.

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**Cindy Ide**

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**From:** bos@graffton-ma.gov on behalf of Peter Carlson  
**Sent:** Thursday, March 28, 2019 2:10 PM  
**To:** Sargon Hanna; Sargon Hanna  
**Cc:** BOS@graffton-ma.gov; Jennifer Connelly; Jennifer Connelly; Laura Often; Laura Often; Maureen Cohen; Maureen Cohen; Melissa Mazan; Melissa Mazan; Anja Dickmann; Tyler Concaugh; James Cummings; Tim McInerney  
**Subject:** Grafton Sustainability Commission Response  
**Attachments:** GRAFTON SUSTAINABILITY COMMISSION - SC Response 03-26-2019.docx

Dear Sargon,

Attached to this e-mail is the responses from the School Committee (SC) from our March 26, 2019 meeting in regards to the Grafton Sustainability Commission (GSC). On behalf of the SC, please accept our remarks as input, to further your discussion and deliberations. We thank the Board of Selectman (BOS) for the time and considerations and await the outcome. If you or anyone on your board feels that we can be of any assistance to the BOS, please let us know.

Sincerely,  
Peter R. Carlson, Chair  
Grafton School Committee.

To prepare all students to be life-long learners and responsible citizens.

This email is intended for educational use only and must comply with the Grafton Public School's Acceptable Use Policy. Under Massachusetts Law, any email created or received by an employee of the Grafton Public School's is considered public record. All email correspondence is subject to the requirements of M.G.L Chapter 66. This message and any replies to it are subject to archiving in compliance with federal rules.

GRAFTON SUSTAINABILITY COMMISSION  
CHARGE OF THE GRAFTON BOARD OF SELECTMEN  
March, 2019  
Draft IV

Be it resolved that the Grafton Board of Selectmen hereby establish the formation of the Grafton Sustainability Commission (GSC), an advisory committee which shall include thirteen total members, including two members of each the School Committee, Finance Committee, and Board of Selectmen. The School Committee and Finance Committee shall determine their members at their sole discretion. Those six members shall constitute the GSC's Executive Committee, and are empowered to appoint by majority vote ~~five~~ additional members of the Grafton community as they see fit to accomplish the committee's charge.

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The GSC will be advisory in nature, and is charged with assisting in planning for additional tactics and strategies to improve the Town's operational efficiency and effectiveness in future fiscal years, including ~~offering guidance to the~~ of the Executive (Board of Selectmen) and School Committee branches of Grafton's government. The GSC will do so by helping to define the choices facing Grafton with respect to municipal and educational service levels and their long term funding requirements and identify, within this context, innovative ways of increasing short- and long term operational efficiency and effectiveness, and identify new or enhanced sources of funding for Town services. ~~As part of its overall review, the GSC should look at the assumptions about revenues and expenditures to determine if the forecast for the next five years is within the range or reasonable projections, and if adjustments should be made, on what basis.~~ The GSC will provide research, comparables, forecasts, and ultimately will provide Grafton with key information that Grafton government can draw upon to make key long term fiscal decisions in the future.

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The GSC will, with the assistance of the Town Administrator's office and the Superintendent's office, research benchmarking, income analysis, and spending analysis, to ultimately determine and make recommendations upon the sustainability of the services that Grafton residents rely upon.

Its report shall be completed on or before February 28, 2020 and its findings and reports shall be made publicly available.

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